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IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

JOSEPH R LEE

vs.

LISA MARCHIANO

NO. 2026-14573

NOTICE TO DEFEND – CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

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CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: ERIC C MILBY, ESQ., ID: 80769

Self-Represented (Pro Se) Litigant [ ]

Class Action Suit [ ] Yes [X] No

MDJ Appeal [ ] Yes [X] No

Money Damages Requested [X]

Commencement of Action:

Complaint

Amount in Controversy:

More than $50,000

Case Type and Code

Contract:

Other

Other: DERIVATIVE

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MARIA F. PARATORE, ESQ. (#334558)
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JOSEPH R. LEE, individually and on behalf of THIS JUNGIAN LIFE, LLC **5433 Shadowwood Drive** **Virginia Beach, VA 23455** **Plaintiff** **v.** **LISA MARCHIANO** **550 Spring Lane** **Wyndmoor, PA 19038** **and** **DEBORAH STEWART** **3010 Grand Bay Boulevard, Unit 496** **Longboat Key, FL 34228** **and** **THIS JUNGIAN LIFE, LLC** **550 Spring Lane** **Wyndmoor, PA 19038** **Defendants**	**COURT OF COMMON PLEAS OF MONTGOMERY COUNTY** **CIVIL ACTION NO.:**

COMPLAINT

Plaintiff Joseph R. Lee, individually and on behalf of This Jungian Life, LLC, by and through its attorneys, Lundy, Beldecos, and Milby, P.C. brings this action against Defendants Lisa Marchiano and Deborah Stewart for their oppressive conduct toward Plaintiff as a minority member of This Jungian Life, LLC. As set forth herein, Defendants have sought to manufacture a false narrative portraying Mr. Lee as disruptive

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and aggressive in an effort to justify excluding him from the Company's operations and management, when in reality, any frustration expressed by Mr. Lee was provoked by Defendants' own antagonistic and oppressive conduct, including their efforts to marginalize Mr. Lee, withhold Company information and records, and unreasonably push him out of the business. Accordingly, Plaintiff in support thereof avers as follows:

Parties

1. Plaintiff, Joseph Lee ("Lee") is an adult individual with a residential address of 5433 Shadowwood Drive, Virginia, Beach, VA 23455.

2. Plaintiff files this action individually, and on behalf of This Jungian Life, LLC.

3. Defendant Lisa Marchiano ("Marchiano") is an adult individual with a residential address of 550 Spring Lane, Wyndmoor, PA 19038.

4. Defendant Deborah Stewart ("Stewart") is an adult individual with a residential address of 3010 Grand Bay Boulevard, Unit 496, Longboat Key, FL 34228.

5. Marchiano and Stewart, collectively, are hereinafter referred to as "Individual Defendants."

6. Defendant This Jungian Life, LLC ("TJL") is a member-managed, Pennsylvania limited liability company with a registered address of 550 Spring Lane, Wyndmoor, PA 19038.

7. Lee is now and has at all times relevant to the claims set forth herein, been a member of TJL.

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Jurisdiction and Venue

8. TJL's registered address and principal place of business is 550 Spring Lane, Wyndmoor, PA 19038 in Montgomery County, Pennsylvania.

9. Defendant Marchiano resides in Montgomery County, Pennsylvania.

10. Pursuant to Pennsylvania Rules of Civil Procedure, venue is proper in Montgomery County because This Jungian Life, LLC maintains its principal place of business and registered office at 550 Spring Lane, Wyndmoor, PA 19038, and regularly conducts business in Montgomery County.

Factual Allegations Common to All Counts

11. From 2005 to 2013, Mr. Lee, Defendant Marchiano, and Defendant Stewart trained together at the Philadelphia Association of Jungian Analysts and formed a strong friendship.

12. Eager to maintain their friendship, they launched This Jungian Life podcast together (the "Podcast").

13. Mr. Lee, Defendant Marchiano, and Defendant Stewart initially self-funded the production and operation costs of the Podcast.

14. During the Podcast's early launch period, Mr. Lee established and funded several key digital and financial systems to support its development, including Patreon funding, social media promotion, and the Podcast's YouTube presence.

15. The Podcast was aimed to help listeners "understand how to access the healing medicine of their unconscious wisdom."[1]

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[1] https://thisjungianlife.com/about/

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16. In 2020, the Podcast had "around forty thousand listeners per episode, and over 24 million downloads." *Id.*

17. "It has a devoted following that includes artists, musicians, journalists, and celebrities." *Id.*

18. "At the heart of the podcast's success is the feeling listeners describe of eavesdropping on a lively conversation between three knowledgeable friends." *Id.*

19. On or about June 22, 2020, This Jungian Life, LLC ("TJL" or the "Company") was formed as a Pennsylvania member-managed limited liability company with equal ownership among Mr. Lee, Defendant Marchiano, and Defendant Stewart.

20. On or about July 15, 2020, the parties executed TJL's operating agreement (the "OA").

21. A true and correct copy of the final version of the OA is attached hereto as Exhibit 1.

22. Around the same time, Defendant Marchiano assumed the role of Treasurer for TJL.

23. As their Podcast was gaining momentum, Mr. Lee, Defendant Marchiano, and Defendant Stewart launched an online educational program titled "Dream School" on or about August 26, 2020, and released their book entitled "Dream Wise" on or about November 12, 2024.

24. Between 2020 and 2025, the Podcast grew to over 500 published episodes and approximately 40 million downloads across all platforms.

25. As the podcast grew, TJL engaged several contractors to assist with production, social media management, and web administration.

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26. In 2021, at a Members' meeting, Defendant Marchiano proposed that TJL pay her—but not Mr. Lee or Defendant Stewart—a salary, insisting instead that distributions remain pro-rata.

27. Defendant Marchiano does not provide a materially greater volume of services to TJL than Mr. Lee or Defendant Stewart.

28. Mr. Lee opposed the proposal and stated his objection during the meeting.

29. The discussion of Defendant Marchiano's salary proposal was seemingly put to rest after the members' meeting.

30. Defendants now claim, through counsel, that a January 29, 2022 meeting authorized payments to Defendant Marchiano notwithstanding Mr. Lee's documented opposition thereto.

31. Defendant Marchiano, however, began exercising dominance over the control and management of TJL.

32. By 2025, Mr. Lee had become increasingly concerned about unilateral operational decisions by Defendant Marchiano on behalf of TJL, including the engagement of contractors, distribution of funds, and the pursuit of initiatives without prior discussion among, or a vote by, the three members as required by the OA.

33. For example, on or about September 1, 2025, at a TJL meeting with all Members and TJL's contracted video producer, Jano, present, Defendant Marchiano told Jano that (i) he would be in charge of the Podcast topic choices; (ii) the Company would follow his guidance; and (iii) thanked him for assuming that role, without prior discussion with Mr. Lee or Defendant Stewart.

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34. On or about September 3, 2025, Mr. Lee objected in writing to Defendant Marchiano's unilateral reassignment of the Podcast programming authority to Jano, the absence of prior consultation with the other Members, and the broader pattern of Defendant Marchiano's unilateral decision-making on Company matters.

35. Alarmed by Defendant Marchiano's unilateral actions and in an effort to promote operational transparency, on or about October 5, 2025, Mr. Lee proposed monthly business meetings and included all contractors who would be required to submit executive summaries of their completed tasks, ongoing work, and any suggested initiatives they might have.

36. On or about October 20, 2025, the Company implemented monthly team meetings involving the full contractor team.

37. The first monthly team meeting with the creative team was scheduled for October 20, 2025.

38. Despite confirming the date and time for the meeting, reserving a studio, and selecting the meeting topic, Defendant Marchiano intentionally failed to attend Mr. Lee's first team meeting in an effort to undermine the meeting's success.

39. Defendant Marchiano arrived more than 30 minutes late to the meeting and, upon learning that the remainder of the team had proceeded without her, expressed indignation regarding their decision to do so.

40. Furthermore, because Defendant Marchiano has managed the Company's finances since its inception, Mr. Lee requested that Defendant Marchiano provide access to such records for his review, as was his right as a Member.

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41. Notwithstanding Mr. Lee's right to such records, Defendant Marchiano refused to provide full and complete financial records and gave Mr. Lee only minimal access, if any.

42. On or about October 22, 2025, Mr. Lee again requested more complete financial reporting from TJL, but again, was met with resistance from Defendant Marchiano.

43. On or about November 7, 2025, Defendants Marchiano and Stewart jointly engaged business consultant Sara Joffe to assist with organizational governance, decision-making processes, and role clarification.

44. On or about January 21, 2026, Mr. Lee was finally granted limited delegate access to view bank statements for TJL's PNC account.

45. Upon reviewing those bank statements, Mr. Lee observed transfers totaling approximately $40,000 to Defendant Marchiano in prior years.

46. The bank statements did not provide sufficient detail to determine the nature of those transactions, and despite Mr. Lee's follow-up requests, he did not receive adequate clarification.

47. As a result, Mr. Lee remained unable to determine the basis for those transfers or whether they had been properly authorized.

48. It appears that Defendant Marchiano merely ignored the member decision not to pay her a salary.

49. On or about February 3, 2026, Mr. Lee and the Individual Defendants participated in a facilitated meeting with consultant Sara Joffe, during which Defendant

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Marchiano described herself as the "de facto Chief Executive Officer," and wanted to make the title official.

50. In response, Sara Joffe proposed a range of less formal alternative titles and specifically recommended that Defendant Marchiano use the title "Managing Director."

51. On or about February 17, 2026, Mr. Lee and the Individual Defendants participated in another facilitated meeting with consultant Sara Joffe, focused on the Company's governance and decision-making.

52. During this meeting, a proposal was discussed to have Defendant Marchiano officially assume the title of Managing Director.

53. Mr. Lee expressed concern that this proposal represented a change to the economic and governance structure of the Company.

54. Sara Joffe—a consultant who was supposed to act as a neutral third party—pressured Mr. Lee in that meeting to ratify the title of Managing Director for Defendant Marchiano despite his expressed concerns to do so.

55. The February 17, 2026 meeting became heated, and the meeting ended without resolution.

56. Shortly thereafter, Sara Joffe terminated her engagement with TJL.

57. On or about February 23, 2026, Mr. Lee and the Individual Defendants recorded a podcast episode together, all parties acting as though it was business as usual.

58. However, fifteen minutes later, Mr. Lee began to receive warning emails from various platforms about potential account hacking.

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59. In response, Mr. Lee texted contractors alerting them to the crisis, but none of them responded to his messages.

60. He then attempted to log into the various platforms and discovered that the passwords no longer worked and that his access to multiple Company platforms and accounts had been removed.

61. This was confirmed by an email from Defendant Marchiano, which stated that she and Defendant Stewart had removed Mr. Lee's administrative access to Company accounts and assets.

62. Mr. Lee's administrative access lockout was orchestrated privately by Defendants Marchiano and Stewart in advance and concealed from Mr. Lee during the morning recording session of the Podcast that same day.

63. Upon information and belief, Defendants Marchiano and Stewart had one of the Company's consultants remove Mr. Lee's access during the recording of their podcast episode earlier that day.

64. On or about February 24, 2026, Mr. Lee emailed the Individual Defendants acknowledging the escalation of the February 17, 2026 meeting and clarified that he has not altered or distributed company assets or operations on the platforms he was in charge of maintaining in TJL's ordinary course of business.

65. Defendant Marchiano responded to Mr. Lee's February 24, 2026 email stating Mr. Lee could remain involved as a content creator, but would no longer have administrative access to Company assets or governance authority.

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66. Because Mr. Lee was stripped of access to the TJL accounts, he was unable to complete a pending trademark application for which he was responsible and which had a March 10, 2026 deadline.

67. Accordingly, on or about March 2, 2026, Mr. Lee promptly notified the Individual Defendants of this issue and was forced to resign responsibility for completing the trademark filing to Defendants Marchiano and Stewart.

68. On or about March 7, 2026, Mr. Lee sent a formal written request for company financial records, including accounting system reports, bank records, and revenue platform reports for the period January 1, 2018 to the present, pursuant to his contractual rights under the OA.

69. On or about March 9, 2026, Defendant Marchiano responded, stating that she asked the Company accountant to evaluate the cost and difficulty of gathering such documents and did not agree to provide the documents to Mr. Lee.

70. On or about March 10, 2026, Baruch Bebchick, Esq. ("Bebchick"), counsel acting for TJL sent Mr. Lee a demand letter asserting that Mr. Lee had misappropriated Company property and was breaching fiduciary duties, instructing him to transfer domains and accounts, change associated emails and two-factor authentication to contacts designated by Defendant Marchiano, and stating that the "majority members have determined that [Mr. Lee] will no longer participate in the management of the Company."[2]

[2] A true and correct copy of the March 10, 2026 letter is attached hereto as Exhibit 2.

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71. Mr. Bebchick's March 10, 2026 letter further stated Mr. Lee had "no authority" to contract a third-party publisher regarding credit changes, while also threatening conversion, fraud, and emergency relief claims.

72. On or about March 13, 2026, Mr. Lee, by and through undersigned counsel, served TJL with (i) a demand to inspect TJL's Books and Records pursuant to his statutory rights as a Member; (ii) a derivative demand letter; and (iii) and a preservation notice.[3]

73. The Company was required to respond within 10 days after receiving the Books and Records demand or on or before March 23, 2026.

74. However, Mr. Lee did not receive any responsive documents from TJL's accountant relating to either his March 7, 2026 contractual request for financial records or his March 13, 2026 statutory books and records demand until on or about April 10, 2026 from James P. Bernacki, TJL's accountant.[4]

75. Notably, TJL's April 10, 2026 production was severely deficient.

76. For example, TJL failed to produce native QuickBooks (.QBB or .QBW) data files containing complete transaction histories from January 1, 2018 to present, as requested.[5]

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[3] True and correct copies of the (i) demand to inspect TJL's Books and Records pursuant to his statutory rights as a Member; (ii) derivative demand letter; and (iii) and Preservation Notice are attached hereto as Exhibit 3.

[4] Mr. Bernacki is also the personal accountant for Defendant Stewart and is part of her wealth management team.

[5] Mr. Bernacki produced only printouts of the General Ledger and other reports, not the working file from which those reports were generated. Without the working file, Mr. Lee is unable to track all activity for TJL, specifically the $30,000 reclassification of compensation to Defendant Marchiano on the last day of 2023.

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77. Mr. Bernacki also failed to produce the requested PNC Bank account statements for both of the Company's accounts, with statements for select time periods missing from production.

78. Mr. Bernacki also failed to produce any of the PNC Bank credit card statements for TJL.

79. On March 23, 2026, instead of producing the Books and Records in accordance with their statutory obligations by March 23, 2026 deadline, Defendants Marchiano and Stewart confirmed they would proceed with recording the Podcast without Mr. Lee, and voted to exclude him from Monday podcast recordings indefinitely, while offering only limited participation in "solo" episodes subject to Defendants' approval.

80. Defendants Marchiano and Stewart have continued to shut Mr. Lee out and to record and post podcast episodes without Mr. Lee, excluding him from a podcast he helped grow and create.

81. Notably, numerous listeners of the Podcast have observed Mr. Lee's absence and have commented on various YouTube videos expressing that they miss his contributions and perspective, inquiring as to his whereabouts and well-being, and asking when he will return.

82. Specifically, listeners of the Podcast have stated that they have "missed Joseph's presence and perspective," that it "seems odd that there is the same opening about 'three good friends,' but Joseph is no longer there," and that he "always brought archetypal depth, humor and self-disclosure, as well as a spiritual perspective that has been missing."

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83. On or about May 19, 2026, Defendant Marchiano, without consultation or agreement, scheduled a business meeting via email for 9:00 a.m. on May 25, 2026, despite that date being Memorial Day, a federal holiday.

84. Included in the email was a suggested agenda:

a. "Bringing on new cohosts

b. Messaging Joseph's absence from the podcast in response to inquiries

c. Formulating an AI transparency policy for TJL

d. Planning a staff retreat, possibly later this year"

85. All Parties attended the May 25, 2026 meeting which lasted roughly an hour.

86. During the May 25, 2026 meeting, Defendants Marchiano and Stewart stated that they had prepared three pre-drafted statement proposals regarding Mr. Lee's absence from the Podcast.

87. Each proposed statement falsely characterized Mr. Lee's absence as voluntary, asserting that he had chosen to "take a break", "move on to other projects", or that "the partnership has run its course."

88. Mr. Lee immediately objected to these proposed statements, explaining that they were inaccurate, premature, and likely to cause substantial harm to his professional reputation and public image if disseminated.

89. That decision was tabled for further discussion.

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90. Defendants Marchiano and Stewart then formally moved for a vote on whether they could appoint an additional co-host on a temporary basis to occupy Mr. Lee's seat on the Podcast.

91. Mr. Lee objected to the proposal, arguing that the introduction of another co-host would effectively replace him. He suggested that, while the Parties' dispute remained unresolved, the Individual Defendants could continue the Podcast's existing practice of featuring guest appearances rather than appointing a replacement co-host, whether temporary or otherwise.

92. Despite Mr. Lee's objection, Defendants Marchiano and Stewart proceeded with the vote and approved the addition of a new co-host.

93. The appointment constituted a material change to the Company's ordinary course of business and, pursuant to the OA, required unanimous Member approval.

94. Based on the Individual Defendants' conduct and statements during the meeting, it was apparent that the outcome had been predetermined that Defendants had already decided upon the Company's next course of action without Mr. Lee.

95. This became even more apparent when Defendant Marchiano told Mr. Lee, "Deb and I are the majority owners. Our vote will carry, and we are the keepers of what This Jungian Life is."

96. Later that day, Mr. Bebchick emailed undersigned counsel, ostensibly offering Mr. Lee another opportunity to participate in crafting a public explanation for his absence from the Podcast.

97. In his email, Mr. Bebchick stated that if Mr. Lee declined to participate in preparing a public statement, Mr. Bebchick will "have no choice but to offer for [his]

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client messaging that [he] think[s] is accurate and appropriate regarding this matter, as user inquiries cannot simply continue to be ignored."

98. Undersigned counsel responded on Mr. Lee's behalf, reiterating his objection to any premature public statement regarding the Parties' dispute and advising that any statement released without Mr. Lee's approval would be inaccurate, misleading, and disparaging.

99. Mr. Bebechick responded, in pertinent part, that "[t]here is not going to be any future role for [Mr. Lee] on the podcast – that ship has sailed – and the sooner he comes to that realization, the better."

100. Mr. Bebchick's statement confirmed what Defendants' actions had already made clear: Defendants had unilaterally decided to remove Mr. Lee from the Podcast and were focused not on whether that decision would be made, but on controlling the public narrative surrounding it. This decision had been reached notwithstanding Mr. Lee's ownership interest, his ongoing objections, and the requirements under the OA.

101. Defendants Marchiano and Stewart have failed and refused to adhere to standard corporate formalities.

102. For example, Defendants Marchiano and Stewart have failed to:

a. Hold regular Member meetings;

b. Submit Company decisions for approval by Member vote, including, without limitation, causing TJL to issue three checks in the amount of $5,000.00 each purported distributions without obtaining Mr. Lee's required approval as required under the OA;

c. Prepare and distribute proper financial statements; and

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d. Maintain complete and accurate financial records;

103. Defendants Marchiano and Stewart have failed and refused to provide full and complete Company information to Mr. Lee as requested.

104. Defendants Marchiano and Stewart are committing Waste.

105. Plaintiff, Mr. Lee requires an equitable accounting to determine the extent of damages caused by Defendants Marchiano and Stewart.

CAUSES OF ACTION

COUNT I – BREACH OF FIDUCIARY DUTY
Joseph Lee, individually and on behalf of This Jungian Life, LLC
v.
Lisa Marchiano and Deborah Stewart

106. Plaintiff incorporates all foregoing paragraphs as if fully set forth herein.

107. Mr. Lee is 33.33% owner of This Jungian Life, LLC.

108. Pursuant to 15 Pa. C.S.A. § 8849.1(a), a "member of a member-managed limited liability company owe to the company and, subject to Section 8881(b) . . ., the other members the duties of loyalty and care stated.

109. "The fiduciary duty of loyalty of a member in a member-managed limited liability company[, in pertinent part,] includes the duties (1) to account to the company and to hold as trustee for it any property, profit, or benefit derived by the member." *Id.* at § 8849.1(b).

110. "The duty of care of a member of a member-managed limited liability company in the conduct or winding up of the company's activities and affairs is to refrain from engaging in gross negligence, recklessness, willful misconduct or knowing violation of law." *Id.* at § 8849.1(c).

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111. "A member shall discharge the duties and obligations under this title or under the operating agreement and exercise any rights consistent with the contractual obligation of good faith and fair dealing. *Id.* at § 8849.1(d).

112. Moreover, pursuant to 15 Pa. C.S.A. § 8881(a), "a member may maintain a direct action against another member . . . or the limited liability company to enforce the member's rights and protect the member's interests, including rights and interests under the operating agreement or this title or arising independently of the membership relationship."

113. It further provides that a "member maintaining a direct action under this section must plead and prove an actual or threatened injury that is not solely the result of an injury suffered or threatened to be suffered by the limited liability company." *Id.* at § 8881(b).

114. The Individual Defendants, specifically Defendant Marchiano in her capacity as Treasurer and later Managing Director, have breached their fiduciary duties of loyalty and care to Mr. Lee and to the Company.

115. On or about March 7, 2026, pursuant to his rights under the OA, Mr. Lee sent a formal books and records request to Defendants Marchiano and Stewart.

116. On or about March 9, 2026, Defendant Marchiano responded stating that she asked the Company accountant to evaluate the cost and difficulty of gathering such documents and did not agree to provide the documents to Mr. Lee.

117. On or about March 13, 2026, Mr. Lee, by and through undersigned counsel sent a statutory demand for inspection of the Company's corporate information to

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Defendants Marchiano and Stewart in their capacity as majority Members of TJL (the "March 13, 2026 Demand").[6]

118. Pursuant to 15 Pa. C.S.A. § 8850, the Company was required to respond to the books and records demand within ten (10) days after receipt of same.

119. On or about April 10, 2026—18 days after the statutory deadline—Defendants, by and through the Company's accountant James P. Bernacki, produced an incomplete set of documents purporting to satisfy the March 13, 2026 Demand.

120. Defendants have sole custody and control of the books and records of TJL.

121. Mr. Lee has been damaged by Defendants' breach of their fiduciary duties.

122. On or about March 13, 2026, undersigned counsel made written demand on the Company to enforce these claims in its own name.

123. On or about March 17, 2026, Mr. Bebchick, counsel for the Company declined to take any action to investigate or enforce these claims.

124. Plaintiff, Mr. Lee, has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants for damages in an amount to be determined at trial, interest, costs, and attorneys' fees, together with such other and further relief as the Court deems just and proper. Further, Plaintiff demands a full and complete accounting of the Company operations.

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[6] *See generally* Exhibit 3.

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COUNT II – BREACH OF CONTRACT
Joseph Lee, individually and on behalf of This Jungian Life, LLC
v.
Lisa Marchiano and Deborah Stewart

125. Plaintiff incorporates all foregoing paragraphs as if fully set forth herein.

126. The OA provides that members shall agree by majority vote on how to run the day-to-day business affairs of the Company. *See generally* Exhibit 1.

127. Pursuant to the OA, distributions require a unanimous vote of all the Members and are to be made on a pro rata basis in accordance with the Members' interest. *Id.*

128. The Treasurer is authorized to conduct financial transactions on behalf of the Company up to a value of $2,000, and if the transaction exceeds $2,000, a majority vote of the Members is required.

129. No Member vote was conducted with respect to numerous transactions exceeding $2,000.00 that were authorized and effectuated by Defendant Marchiano, including, without limitation, her transfer of roughly $40,000.00 to herself, and the recent $5,000.00 distributions to the Members, despite the OA's requirement that such transactions receive unanimous Member approval.

130. Defendants Marchiano and Stewart have breached the Operating Agreement of the Company by, among other things:

a. Removing Mr. Lee's administrative and governance access improperly;

b. Locking out and blocking Mr. Lee from Company assets historically employed in the management of the Company;

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c. Making operational decisions without submitting Company decisions for approval by Member vote;

d. Taking actions that require all Members' approval without consulting Mr. Lee;

e. Failing to prepare and distribute proper financial statements; and

f. Failing to maintain complete and accurate financial records;

g. Altering Company financials to conceal improper transactions;

h. Impairing profits by theft or conversion of assets by Defendant Marchiano;

i. Improperly comingling of Company affairs with personal affairs;

j. Diverting Company assets by paying improper personal expenses; and

k. Failing to observe corporate formalities.

131. On or about March 13, 2026, undersigned counsel made written demand on the Company to enforce these claims in its own name.

132. On or about March 17, 2026, counsel for the Company declined to take any action to investigate or enforce these claims.

133. Plaintiff, Mr. Lee, has been damaged by Defendants' breaches of TJL's Operating Agreement.

COUNT III – LEGAL ACCOUNTING
Joseph Lee, individually and on behalf of This Jungian Life, LLC
v.
Lisa Marchiano and Deborah Stewart

134. Plaintiff incorporates all foregoing paragraphs as if fully set forth herein.

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135. As a member of TJL, Plaintiff is entitled to a full and complete accounting of TJL's financial affairs and records under both the Operating Agreement and Plaintiff's statutory rights as a member.

136. Defendants have failed to provide full and complete Company records or to provide Plaintiff with access to the Company's books, records, and financial information despite clear, repeated requests.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants for damages in an amount to be determined at trial, interest, costs, and attorneys' fees, together with such other and further relief as the Court deems just and proper. Further, Plaintiff demands a full and complete accounting of the Company operations.

COUNT IV – VIOLATION OF 15 Pa. C.S.A § 8847(b)
Joseph Lee, individually and on behalf of This Jungian Life, LLC
v.
Lisa Marchiano and Deborah Stewart

137. Plaintiff incorporates all foregoing paragraphs as if fully set forth herein.

138. Under 15 Pa. C.S.A. § 8847(b)(2), each member of a member-managed LLC has equal rights in the management and conduct of the Company's activities.

139. Defendants Marchiano and Stewart violated Mr. Lee's statutory rights by excluding him from management and governance decisions, and by removing his administrative access to Company assets and platforms.

140. Furthermore, under 15 Pa. C.S.A. § 8847(b)(4) and TJL's OA, actions outside the ordinary course of business require the consent of all members.

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141. Defendants Marchiano and Stewart undertook actions outside the ordinary course of business, including removing Plaintiff's governance rights and making significant operational changes, without Plaintiff's consent.

142. Plaintiff has been and continues to be harmed by Defendants' actions and has been deprived of his statutory rights as an equal Member of the Company.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants for damages in an amount to be determined at trial, interest, costs, and attorneys' fees, together with such other and further relief as the Court deems just and proper.

COUNT V – CIVIL CONSPIRACY
Joseph Lee, individually and on behalf of This Jungian Life, LLC
v.
Lisa Marchiano and Deborah Stewart

143. Plaintiff incorporates all foregoing paragraphs as if fully set forth herein.

144. Defendants Marchiano and Stewart combined and agreed to act together for the purpose of excluding Plaintiff from Company management and access to Company assets and information.

145. Defendants committed overt acts in furtherance of the conspiracy to oppress Mr. Lee and push him out of the Company, including jointly removing Plaintiff's administrative access and refusing to provide full and complete Company records.

146. As a result of Defendants' conspiracy, Plaintiff has suffered harm, including loss of governance rights and access to Company information, accounts, and documents.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants for damages in an amount to be determined at trial, interest, costs, and attorneys' fees, together with such other and further relief as the Court deems just and proper.

LUNDY BELDECOS & MILBY, PC

Date: June 8, 2026

By: _____
ERIC C. MILBY
Attorney for Plaintiff

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VERIFICATION

I, Joseph R. Lee, verify that the statements set forth in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. This Verification is made, after I was duly authorized to execute same, and is subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 6/5/2026

Joseph R. Lee

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OPERATING AGREEMENT

OF

THIS JUNGIAN LIFE LLC

This Operating Agreement (this "Agreement") of THIS JUNGIAN LIFE LLC, a Pennsylvania limited liability company (the "Company"), is made by the Members (as defined below) to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective as of July 15, 2020 and will apply to any Additional Members (as defined below) admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

INTERPRETATION

Interpretation

The following general provisions and rules of construction apply to this Agreement.

(a) Singular and Plural; Gender

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or,* when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

(b) Headings of Articles, Sections, and Subsections

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

(c) Include, Includes, and Including

In this Agreement, the words *include, includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include, includes,* and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

(d) Words of Obligation and Discretion

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may, is authorized to, is permitted to, is allowed to, has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

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(e) No Presumption against Drafting Party

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

SECTION 1
ORGANIZATIONAL MATTERS
COMPANY FORMATION

1.1 The Company became a limited liability company under the laws of the Commonwealth of Pennsylvania, and specifically under the Pennsylvania Uniform Limited Liability Company Act of 2016 (the "Act"), upon filing the Certificate of Organization as required by the Act.

1.2 Company's Name

The Company's name is THIS JUNGIAN LIFE LLC. The Members may change the name of the Company, subject to the terms of this Agreement and applicable law.

1.3 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

1.4 Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is 340 E. Gowen Street, Philadelphia, PA 19119.

1.5 Registered Agent and Registered Office

The Company's initial Registered Agent is Lisa Marchiano and the Company's initial registered office is located at 340 E. Gowen Street, Philadelphia, PA 19119.

1.6 Company's Term

The Company's duration is perpetual. The Company began on the date the Certificate of Organization was filed with the Pennsylvania Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

SECTION 2
TAX MATTERS

2.1 Taxation As Partnership

Members intend to establish an entity that is subject to federal and state income taxation as a partnership. Unless the Members elect not to be treated as a partnership for federal income tax purposes, the federal income tax basis of a Member's Interest and all other matters relating to the

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distributive share and taxation of items of income, gain, loss, deduction, depreciation, and credit will be treated as a partnership.

2.2 Company Representative

The Company must designate a Member with a substantial presence in the United States to serve as the Company representative. The Company Representative must be a Member. The Company Representative will be the Company's Treasurer (the "Treasurer") and the initial Treasurer will be Lisa Marchiano. The Company Representative has the sole authority to act on behalf of the Company in connection with Internal Revenue Service audits and adjustments.

(a) Obligations and Discretion as to Tax Matters

The Company Representative shall notify all of the Members upon receipt of any notice regarding any examination by any federal, state, or local authority about the Company's tax compliance. The Company Representative must obtain the verbal or written approval of all of the Members before taking any binding action in connection with any Internal Revenue Service proceeding. The Company Representative's rights and obligations create a fiduciary duty on the part of the Company Representative to act in the best interest of the Company and other Members.

2.3 Legal and Accounting Costs

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

SECTION 3
MEMBERS' INTERESTS

3.1 Schedule Of Members

The Company shall maintain a schedule of all members of the Company (the "Members") and the percentage and, if applicable, type of membership interests (the "Interests") held by them (such schedule, the "Schedule of Members"). The Company shall update the Schedule of Members upon the issuance or transfer of any Interests to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

3.2 Admitting New Members

Subject to the requirements of this Agreement, additional members (the "Additional Members") may be admitted when the Company issues new Interests or a Member transfers its Interest. Upon compliance with Section 11.4, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Interest. Additional Members may only be admitted upon unanimous written consent of all Members.

The Company may adopt and revise rules, conventions, and procedures as the Company determines appropriate regarding the admission of Additional Members to reflect the Interests at the end of the calendar year in accordance with the Members' intentions.

3.3 Transferability of Interest

The transferability of each Member's Interest is restricted by Section11.

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SECTION 4
CAPITALIZATION

4.1 Initial Capital Contributions

Initial capital contributions were previously contributed by the Members, in equal amounts.

4.2 Additional Capital Contributions

The Company may require additional capital contributions upon [written] approval of a majority of the Members.

SECTION 5
ALLOCATIONS

5.1 Allocations will be made on a pro rata basis in accordance with the Members' Interests.

5.2 Allocation of Gain and Loss on Liquidation

Any allocation of gain and loss on liquidation will be made on a pro rata basis according to the interest set forth in the Distributions, Section 6.1.

5.3 Any allocations will be done in consultation with Company's accountant and in line with Company's intention to be taxed as a partnership.

SECTION 6
DISTRIBUTIONS

6.1 Distributions to Members

The Members may determine the amounts and timing of distributions to the Members. Distributions will be made on a pro rata basis in accordance with the Members' Interests, upon unanimous vote of all the Members. Distributions will be considered on a quarterly basis as profit allows.

6.2 No Unlawful Distributions

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any governmental authority then applicable to the Company.

SECTION 7
MEMBER ROLES & COMPANY MANAGEMENT

7.1 Member Roles

The Company is managed by the Members. The Members shall agree by majority vote how to run the day to day business affairs of the Company, including, without limitation, appointment of Company officers, hiring of Company employees and terms and conditions of employment (including salaries) and any and all other actions necessary, useful, or appropriate for the ordinary

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management and conduct of the Company's business. The Treasurer is authorized to sign checks, open financial accounts at any fiduciary institution, close any financial account, make bank deposits and withdrawals and conduct other financial transactions on behalf of the Company, in each case, up to a value of $2000 or, if the withdrawal or value of the transaction exceeds $2000, upon majority vote of the Members.

7.2 Members' Agency Authority

Upon majority vote of the Members, the Company may enter into contracts and other dealings with third parties in the ordinary course of the Company's business and/or a Member shall be designated with the individual authority to bind the Company in contracts and other dealings with third parties in the ordinary course of the Company's business, to the extent approved by such majority vote of the Members.

7.3 Member's Fiduciary Duties

Each Member owes to the Company and the other Members the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

(a) Duty of Loyalty

A Member's duty of loyalty includes the duties:

(i) to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's activities, or from a use of the Company's property by the Member; and

(ii) to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company.

(b) Duty of Care

A Member's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Member shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Member does not violate a duty or obligation under this Agreement merely because the Member's conduct furthers the Member's own interest.

If this Agreement expressly relieves a Member of a responsibility that the Member would otherwise have and imposes the responsibility on one or more other Members, those Members are treated as the Member under this Section with respect to that responsibility.

SECTION 8
MEMBER RIGHTS AND OBLIGATIONS

8.1 Limited Liability of Members

Except as required by applicable law, a Member's status as a Member does not personally obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

8.2 Power of Members; Member Disputes

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The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act. In the event of a dispute regarding unanimous decisions required between Members, the Members shall use good faith efforts to resolve the dispute among themselves. If the Members cannot resolve a dispute among themselves, then a majority of Members may vote to submit the dispute for resolution in a non-binding proceeding by a mediator. If all Members do not accept the mediator's determination, then the dispute shall be resolved by a majority vote of the Members.

8.3 Restrictions on Withdrawal or Dissociation Rights

A Member may withdraw voluntarily or involuntarily under the circumstances specified in the Company's Buy-Sell Agreement dated on or about the date hereof (the "Buy-Sell Agreement"), Section 3.1, Triggering Event. The withdrawing Member gives up any and all rights to use of the business name of the Company. The business name shall be kept by the Member(s) carrying on the business of the Company.

8.4 Company Continues after a Member's Death

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business. Death of a Member shall trigger an automatic right of the Company to purchase the deceased Member's shares from deceased Member's estate in accordance with the terms of the Buy-Sell Agreement. Deceased Member's estate shall have no voting rights in Company and must sell the ownership interest to Company or remaining Member at the agreed-upon Company value as set forth in the Buy-Sell Agreement.

8.5 No Partition Rights

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

SECTION 9
MEMBER MEETINGS AND NOTICE

9.1 Member Meetings

The Members will meet at a time and place as decided by the Members, but at least on a quarterly basis. A Member may call a meeting at any time with 72 hours' written notice.

9.2 Voting Rights

Except as otherwise provided in this Agreement, Members shall have voting rights in proportion with the percentage interest listed in Schedule A.

9.3 Action by Written Consent

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is made by written consent of all the Members entitled to vote on the action.

9.4 Presence

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

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SECTION 10
BOOKS, RECORDS, AND BANK ACCOUNTS

10.1 Books and Records

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines. All Members may request inspection of books and records at any time upon reasonable notice.

10.2 Accounting and Taxable Year

The Company shall keep books of account consistent with any method authorized or required by applicable law and as determined by the Members. The Company shall close and balance the books at the end of each Taxable Year (as defined below). The Members may choose any period authorized or required by applicable law for the Company's taxable year (the "Taxable Year").

10.3 Reports

Within a reasonable time after each Taxable Year ends, the Company shall provide the information required to prepare and file individual tax returns to all Members. The Company shall prepare these financial statements at the Company's expense.

10.4 Member Inspection Rights

Upon reasonable notice from each Member, the Company shall—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information (as defined below) during normal business hours. "Company Information" is the information accessible to the Member by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

SECTION 11
TRANSFER OF INTERESTS

11.1 Transferability of Interests

No Member may transfer any Interest either voluntarily or involuntarily by any means except in accordance with the terms of the Buy-Sell Agreement.

Any attempted transfer of an Interest or the admission of an Additional Member in violation of this Section is null and void *ab initio*.

The transferring Member gives up any and all rights to use of the business name of the Company. The business name of the Company shall be kept by the Member(s) carrying on the business.

11.2 Transferee Treated as an Assignee until Admitted as an Additional Member

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The transferee of an Interest will hold the interest only as an assignee (an "Assignee") until the transferee satisfies all the requirements of this Section 11 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 11.3.

11.3 Assignee's Rights, Limitations, and Obligations

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Interest.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

11.4 Requirements to Become an Additional Member

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Company. Any attempt to admit a Member that violates this Section will be null and void *ab initio*.

11.5 Right of First Refusal

As set forth in, and subject to the terms of, the Company's Buy-Sell Agreement, the remaining Members are hereby granted a right of first refusal exercisable in connection with any Member's proposed transfer of such Member's interest to any person or entity.

SECTION 12
DISSOLUTION AND LIQUIDATION

12.1 Dissolution Events

The Company may be dissolved by a unanimous vote of the Members. In addition, the Company shall be dissolved upon the bankruptcy or insolvency of the Company or other involuntary transfer of the Company's assets to the Company's creditors. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

12.2 Liquidation

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members on a pro rata basis in accordance with the Members' Interests.

12.3 Company Property Sole Source

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

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SECTION 13
EXCULPATION AND INDEMNIFICATION

13.1 Exculpation of Protected Persons

No Protected Person (as defined below) is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement. For purposes of this Agreement, "Protected Person" shall mean the Members and any officer, employee or agent of the Company.

13.2 Indemnification of Protected Persons

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

13.3 Unprotected Acts

The exculpation and indemnification provisions of this Section 13 are only effective if the action or omission is not an Unprotected Act (as defined below) and do not protect any Member from a court order to purchase the Interest of another Member or to sell its Interest to another Member. For purposes of this Agreement, "Unprotected Act" shall mean any grossly negligent or willful act or omission.

13.4 Other Rights

The exculpation and indemnification provisions of this Section 13 are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

SECTION 14
GENERAL MATTERS

14.1 Expenses

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

14.2 Binding Effect

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

14.3 Further Assurances

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments,

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conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

14.4 No Waiver

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

14.5 Governing Law

This Agreement is governed, construed, and administered according to the laws of the Commonwealth of Pennsylvania, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the state of Pennsylvania or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the Commonwealth of Pennsylvania.

14.6 Attorneys' Fees

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court cost.

14.7 Remedies Cumulative

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

14.8 Notices

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

(i) if given to the Company, to the Company's principal place of business; or

(ii) if given to any Member, to the Member's email address or address as reflected in the Company's books or at any other address the Member may later designate in writing.

14.9 Severability

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

14.10 Entire Agreement

This Agreement, together with the Certificate of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and

warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

14.11 Amendments

No provision of this Agreement may be amended or modified except by a written instrument executed by all of the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Interest in accordance with this Agreement may be made by the Company without the consent of or execution by the Members.

14.12 Multiple Originals; Validity of Copies

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Member certifies to be a true copy to the same effect as if it were an original.

[Signature page follows]

Case# 2026-14573-0 Docketed at Montgomery County Prothonotary on 06/08/2026 4:26 PM, Fee = $304.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Signed:

MEMBERS:

_____
By: Joseph Lee

Date: _____

_____
By: Lisa Marchiano

Date: _____

_____
By: Deborah Stewart

Date: _____

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SCHEDULE A
Schedule of Members

Member Name	Percentage Interest
Joseph Lee	33.33
Lisa Marchiano	33.33
Deborah Stewart	33.33

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Bebchick Law

347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

March 10, 2026

Joseph Lee
114 Osprey Drive
Edenton, NC 27932

BY ELECTRONIC MAIL: *jrjlee@earthlink.net*

Re: Demand to Return Misappropriated Company Property

Dear Mr. Lee:

We have been retained by This Jungian Life LLC ("Company" or "our client") to address your misappropriation of the Company's property, your breach of fiduciary duties to the Company, your failure to act in accordance with their repeated requests of the Company, and your numerous inappropriate and unprofessional interactions with the majority members of the Company. Specifically, you continue to hold, and have failed to return to Company as requested on several occasions by Company's Managing Director Lisa Marchiano ("Lisa"), certain digital assets and other property belonging to the Company (the "Company Property").

For starters but without limitation, you continue to hold in a personal capacity the Company's log-in credentials for its URL (*www.thisjunginalife.com*) and other URLs belonging to the Company. You also, without limitation, continue to hold in a personal capacity access to the Company's YouTube accounts.

Your withholding of Company Property, and your continued refusal to promptly return to the Company such Company Property (especially after express written requests were made repeatedly by Lisa), constitutes a clear misappropriation and conversion of Company Property. Your actions also constitute a material breach of your fiduciary duties to the Company, as expressly provided for in the Company's LLC operating agreement (the "Operating Agreement"). Section 7.3 of the Operating Agreement clearly states that "each Member owes to the Company and the other Members the fiduciary duties of loyalty and care." You have fundamentally violated your fiduciary duties to the Company by instead pursuing your personal interests. Further, your wrongful exercise over the Company Property may also violate Federal and State fraud statutes.

You must cease and desist from such behavior immediately. We hereby demand that you undertake the following actions by no later than the end of business on this coming Friday, March 13, 2026:

1. Provide full administrator access to This Jungian Life related domains and email accounts that are in your possession or which you otherwise control. Among other things, you must provide to Lisa by email all owner admin credentials (and not delegated admin access) for NameCheap and the Company email account necessary to initiate a transfer of all This Jungian Life related

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domains and email accounts to a different Company-owned NameCheap account. The foregoing will require that you change the email address associated with your NameCheap account to one that Lisa can access on behalf of the Company, which is: *thisjungianlife@proton.me*, and provide the password to access the account. Additionally, if you have 2FA enabled on your NameCheap account, you will need to change those settings to enable verification via the email listed above. If that is not possible and a phone number is required, the phone number for 2FA should be changed temporarily to the phone number of Jessica Gonzalez, which is 678 763-7431, as she will be responsible for coordinating with the Company's developers and tech support to complete this transfer. After the foregoing steps have been completed, the NameCheap account in your name will be returned to you for your personal use if you so desire.

2. Provide Lisa with access to the *thisjungianlife@gmail.com* email account. 2FA should be changed to a verified email at *thisjungianlife@proton.me*. If a phone number is required for 2FA, it will need to be changed to Lisa's phone number, which is 215 779-0271. Once access has been so secured, ownership of this account and all Company-related accounts associated with this email address, such as the Company's YouTube or other social media platforms, shall be transferred to the Company.

3. Transfer to the Company all other accounts belonging to or affiliated with This Jungian Life or Dream School that are currently associated with any of your personal email addresses or personal accounts including, but not limited to, TikTok, LinkedIn, and IMDB.

4. Transfer to the Company all other authorization codes for domains, domain registrar accounts, Google, YouTube or other branded accounts, and remove all personal recovery emails to any of the foregoing.

The Operating Agreement explicitly states that a majority of the Company's members (as determined by their respective percentage of membership interests) have the authority to act on behalf of the Company. Due to ongoing conflicts and friction, the majority members have determined that you will no longer participate in the management of the Company. You may retain a passive role and continue to be a content creator if you are able to interact with Lisa and Deborah C. Stewart ("Deb") in a respectful and otherwise professional manner.

You further are advised that you have no authority to contact the publisher of Lisa and Deb regarding your unilateral demands for a change of credit that you evidently desire in the forthcoming updated version of their book. Any discussions regarding this topic must include Lisa and Deb. We can assure you that any further efforts you undertake towards such a purpose, which are not coordinated in advance with Lisa and Deb, will not only fail but will encourage Lisa and Deb to ensure that no such change occurs.

On another note, you recently made an unusually long and involved document request of Lisa regarding the books and records of the Company. The Company is reviewing your document request and will respond in accordance with the provisions of the Operating Agreement and applicable law.

The Company will of course continue to pay your one-third share of the profits, pursuant to the Operating Agreement, as you always have received. But if you continue to intentionally operate against the interests of the Company and violate your fiduciary duties to the Company, the Company may decide to offset damages caused by your misconduct against any distributions otherwise payable to you, suspend distributions of profits to all members, or seek court relief for paying your share of the profits into escrow, until such damaging actions against the Company have ceased.

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Furthermore, you are hereby instructed to preserve as evidence all documents, communications, login records, and electronic files relating to the Company's website and email systems, domain registrations, hosting and email accounts, and any other any actions you have taken affecting the Company's digital assets, as well as your recorded interactions with Lisa and/or Deb that are in your possession or over which you exert control. Be advised that the destruction or alteration of such evidence may give rise to additional claims.

If you fail to comply with this demands made in this letter within the timeframe specified above, the Company will pursue all available legal remedies without further notice, which may include without limitation (a) filing an action for injunctive relief compelling the return of the Company's digital assets, (b) filing an action involving claims for conversion, breach of fiduciary duty, and interference with business relations, and (c) seeking emergency court relief, including a temporary restraining order to immediately restore control of the Company's assets, and (d) recovery of all damages, attorneys' fees, and costs. We note that, regarding this last point, Section 14.6 of the Operating Agreement states that the prevailing party in any legal action will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

The ball is now in your court to decide how you choose to respond to the demands made in this letter. Your decision could have serious consequences, and we encourage you to hire an attorney to advise you regarding your next steps.

This letter is not intended as a complete recitation of the facts of this matter, nor as a waiver of any of our client's claims, legal or equitable, all of which are expressly reserved.

Sincerely yours,

Baruch M. Bebchick

cc: Lisa Marchiano
Deborah C. Stewart

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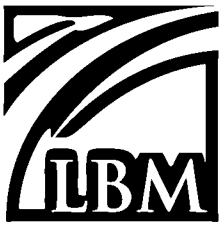

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March 13, 2026

MARIA F. PARATORE
MPARATORE@LBMLAW.COM
PHONE: (610) 822-0783
FAX: (610) 675-2780

Via FedEx and Email:
This Jungian Life, LLC
c/o Lisa Marchiano and Deborah Stewart
Marchiano.lisa@gmail.com
dbrstewart@gmail.com
550 Spring Ln.
Wyndmoor, PA 19038

Re: Demand for Inspection of Limited Liability Company Records Pursuant to 15 Pa.C.S.A. § 8850

Dear Ms. Marchiano and Ms. Stewart:

Please be advised that this firm represents Joseph R. Lee, who is a 33% member of This Jungian Life, LLC (the "Company"). As you are aware, on or about March 7, 2026 Mr. Lee submitted a formal request to access the Company's financial records pursuant to his contractual right under Sections 10.1 and 10.4 of the Company's Operating Agreement (the "OA"). Those provisions provide as follows:

> **10.1 Books and Records**
>
> The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines. **All Members may request inspection of books and records at any time upon reasonable notice.**
>
> **10.4 Member Inspection Rights**
>
> Upon reasonable notice from each Member, the Company **shall**—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information (as defined below) during normal business hours. "Company Information" is the information accessible to the Member by exercising the inspection right to examine and copy the corporate, financial, and similar

> records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

See the OA §§ 10.1 and 10.4 (emphasis added). It is our understanding that Mr. Lee's request remains under review and is currently outstanding. Although the OA does not specify a deadline for compliance with such requests, please treat this letter as Mr. Lee's formal demand for inspection of the Company's books and records pursuant to his statutory rights (the "Demand").

This Demand is submitted to you in your capacity as Members of the Company pursuant to 15 Pa.C.S.A. § 8850. Section 8850 provides that "a member may inspect and copy full information regarding the activities, affairs, financial condition, and other circumstances of the company as is just and reasonable if: (i) the member seeks the information for a purpose reasonably related to the member's interest as a member." The statute further requires that the Company respond "**[w]ithin 10 days after receiving [the] demand**", or by Monday, March 23, 2026. *Id.* (emphasis added).

Mr. Lee has a purpose reasonably related to the member's interest in that he seeks to (i) assess the financial performance of the company, (ii) investigate the lack of profits or distributions, (iii) investigate any waste or impropriety in the use of company funds or assets and (iv) generally obtain an understanding of the status of the Company operations and assets.

Please allow this Demand to serve as a request that the following documents be provided to undersigned counsel on behalf of Mr. Lee on or before March 23, 2026:

1. A complete electronic copy of the QuickBooks, Quicken, and any other electronic accounting records or other complete and fully accessible copy of all electronic accounting systems, including any passwords from January 1, 2018 to the present; This should be provided in native electronic format with all necessary passwords available.

2. A copy of the Company's federal income tax returns for the years 2018 to the present, including without limitation all pages, attachments, and schedules, including any amended returns, with all pages as submitted to the Internal Revenue Service;

3. A copy of Ms. Marchiano's personal federal and state income tax records for the years 2018, 2019, and 2020, including without limitation all

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pages, attachments, and schedules, including any amended returns, with all pages submitted to the Internal Revenue Service, with all personal identifying information properly redacted[1];

4. Copies of all Schedule K-1 forms issued by the Company to its Members for the years 2020 to the present;

5. A copy of the minute book or other file with all minutes, resolutions and other record of company actions;

6. A copy of all signed versions of the Operating Agreement and any addenda thereto;

7. Documentation evidencing every transfer in an amount of $500.00 or greater from the Company to (i) Lisa Marchiano; (ii) Deborah Stewart; (iii) Joseph R. Lee; and/or (iv) any entity owned in whole or in part by Ms. Marchiano or Ms. Stewart, or otherwise controlled by either of them individually or jointly. Documents should include contracts, invoices, e-mails, memos of any kind, support documents maintained by the Company and/or Ms. Marchiano or Ms. Stewart.

8. Copies of all loan documents including but not limited to loan applications, promissory notes, mortgages, settlements sheets, guarantees, and other documents created or exchanged in connection with any financing or application for financing.

9. Documents, correspondence, reports, or drafts concerning the Company's valuation, financial forecasts or projections concerning the Company or its assets for the period of January 1, 2018 through the present.

Please be advised that the Company's failure to provide the requested documentation within ten (10) days of receipt of this Demand will result in Mr. Lee pursuing all his rights and remedies pursuant to the Company's Operating Agreement, the Pennsylvania Revised Limited Liability Company Act, and applicable laws.

Should you wish to discuss this matter, please do not hesitate to contact me. Thank you for your kind attention to this matter.

[1] Prior to the formation of This Jungian Life, LLC and establishment of its financial accounts—which the accountant later advised her to create in 2020—Ms. Marchiano routed Company funds through her personal bank accounts during the 2018-2020 period. As a result, Company revenues and expenses were reflected in, or comingled with, her personal financial records and tax filings. Production of Ms. Marchiano's personal tax returns, supporting worksheets, and associated QuickBooks files is therefore necessary to trace Company funds and reconstruct the Company's financial activity during that period.

Respectfully submitted,

MARIA F. PARATORE

Cc: Joseph R. Lee (via E-Mail)
Baruch M. Bebchick, Esq. (via E-Mail)

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Verification and Power of Attorney

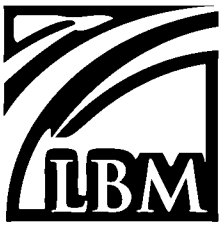
I, Joseph R. Lee, hereby verify that the above statutory request for information pursuant to 15 Pa.C.S.A. § 8850 is authorized by me and is related to my purposes of (i) assessing the financial performance of the company, (ii) investigating the lack of profits or distributions, (iii) investigating any waste or impropriety in the use of company funds or assets and (iv) obtaining an understanding of the status of the Company operations and assets.

I further authorize my attorney, Maria F. Paratore, to receive this information directly and to act as my power of attorney in all matters relating to this request.

This Verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Joseph R. Lee

Case# 2026-14573-0 Docketed at Montgomery County Prothonotary on 06/08/2026 4:26 PM, Fee = $304.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.



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March 13, 2026

MARIA F. PARATORE
MPARATORE@LBMLAW.COM
PHONE: (610) 822-0783
FAX: (610) 675-2780

Via FedEx and Email:
This Jungian Life, LLC
c/o Lisa Marchiano and Deborah Stewart
Marchiano.lisa@gmail.com
dbrstewart@gmail.com
550 Spring Ln.
Wyndmoor, PA 19038

Re: Derivative Demand Pursuant to 15 Pa.C.S.A. §8882(a)

Dear Ms. Marchiano and Ms. Stewart:

This firm represents Joseph R. Lee. Mr. Lee is the owner of 33% of the membership interest of This Jungian Life, LLC (the "Company"), and one of the three managers.

You are hereby notified that Mr. Lee demands that the Company bring an action against Lisa Marchiano ("Marchiano") for Breach of the Company Operating Agreement, Breach of Fiduciary Duties, Waste, Misappropriation, Misrepresentation, and Fraud, and for an Accounting. My client votes in favor of directing the Company to bring such action.

Likewise, to the extent that Ms. Deborah Stewart ("Stewart") is aligning herself with Ms. Marchiano, Mr. Lee demands that the Company include her in the action for aiding and abetting the above wrongdoing as well as an action against both of them for minority oppression.

Mr. Lee demands that the Company bring this action for the recovery of all damages suffered by the Company because of the improper self-dealing actions described herein including all monies and assets misappropriated by Ms. Marchiano directly, indirectly, or through other entities owned or controlled in whole or in part by Ms. Marchiano (or Ms. Stewart) individually or jointly, or by any entity that employs them. Additionally, Mr. Lee demands that the action seek an accounting of the actions taken by Ms. Marchiano (or Ms. Stewart) on behalf of the Company, as described more fully herein.

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The facts on which these demands are based include:

- The failure to abide by the requirements of the Operating Agreement.
- The impairment of profits by payment of unauthorized salary and simultaneously depriving Mr. Lee of any compensation for his services to the Company.
- The impairment of profits by theft or conversion of assets by Ms. Marchiano.
- Locking out and blocking Mr. Lee from Company assets historically employed in the management of the Company.
- The impairment of profits by refusing to cooperate with Mr. Lee in the proper management of the Company.
- Concealment of Company information and refusal to provide access to the Company books and records to Mr. Lee.
- Improper commingling of Company affairs with personal affairs.
- Alteration of Company financial information to conceal improper transactions.
- Diversion of Company profits by paying improper personal expenses.
- Taking actions that require all members' approval without consulting Mr. Lee.
- Failure to observe routine corporate formalities.

As for Ms. Stewart, unless she expressly abstains from Ms. Marchiano's hostility toward Mr. Lee and efforts to freeze him out of the Company, she will be considered to have aided, abetted, and conspired with Ms. Marchiano to oppress Mr. Lee and deprive him of the benefits of the ownership of the Company that should ordinarily flow to Mr. Lee as 33% owner and co-manager. Additionally, to the extent that Ms. Stewart has shared in Ms. Marchiano's theft and conversion of Company profits to the exclusion of Mr. Lee, that would give rise to an additional claim against Ms. Stewart.

Should either of you fail to consent to the filing of such action, we shall regard such failure as evidence of improper control and domination of the

Company and evidence of the approval and participation by Ms. Marchiano and Ms. Stewart in the wrongful and unlawful actions described above, in breach of the Operating Agreement and the fiduciary duties owed to the Company.

If you do not confirm within seven (7) days of this demand that one or both of you consent to the filing by the Company of an action against you, then we will take action on behalf of the Company as Mr. Lee deems appropriate.

Thank you for your prompt attention to this matter.

Respectfully submitted,

MARIA F. PARATORE

Cc: Joseph R. Lee (via E-Mail)
Baruch M. Bebchick, Esq. (via E-Mail)

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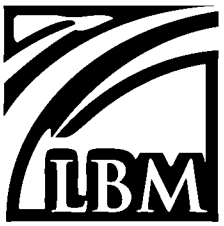

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March 13, 2026

MARIA F. PARATORE
MPARATORE@LBMLAW.COM
PHONE: (610) 822-0783
FAX: (610) 675-2780

Via FedEx and Email:
This Jungian Life, LLC
c/o Lisa Marchiano and Deborah Stewart
Marchiano.lisa@gmail.com
dbrstewart@gmail.com
550 Spring Ln.
Wyndmoor, PA 19038

Re: NOTICE TO PRESERVE DOCUMENTS AND DATA

Dear Ms. Marchiano and Ms. Stewart:

As you are aware, this firm represents Joseph R. Lee, who is a 33% member of This Jungian Life, LLC (the "Company"). We write to place you on formal notice of your obligation to preserve all documents, data, and materials that are or may be relevant to potential legal proceedings involving This Jungian Life LLC. This preservation demand is effective immediately.

You must take all reasonable steps to identify, preserve, and prevent the destruction, alteration, concealment, or loss of relevant information, including but not limited to: (a) electronic communications (e.g., emails, text messages, messaging-app communications, social media messages and posts, collaboration-platform messages, and related attachments and metadata); (b) financial records (e.g., general ledgers, journals, bank statements, wire transfer records, credit/debit card statements, invoices, receipts, payroll, tax filings, budgets, audit workpapers, profit-and-loss statements, balance sheets, accounts payable/receivable, vendor and customer records); and (c) digital asset information (e.g., exchange accounts, custodial account records, smart contract records, and any related access credentials and logs).

This preservation duty extends to all forms of information, whether paper or electronic, wherever located, including but not limited to: servers, local computers, laptops, mobile devices, removable media, cloud services, backup systems, collaboration tools, messaging platforms, social media accounts, third-party custodians, and personal accounts used for business purposes. Associated metadata must be preserved. Routine or automatic deletion,

overwriting, recycling, compression, optimization, or other alteration of potentially relevant information must be suspended.

Without limitation, the following categories must be preserved to the extent relevant: (a) communications among and between you, your personnel, agents, contractors, and any third parties concerning This Jungian Life LLC; (b) contracts, amendments, term sheets, MOUs, SOWs, licenses, and related drafts; (c) board minutes, resolutions, governance materials, policies, and compliance documents; (d) financial statements, accounting records, and supporting documentation; (e) documents concerning revenue, expenses, distributions, royalties, sponsorships, advertising, subscriptions, donations, and monetization; (f) documents and data concerning digital assets, wallets, exchanges, custodians, and blockchain transactions; (g) website and podcast hosting data, RSS feeds, analytics, advertising metrics, and platform dashboards; and (h) logs, access records, and audit trails for relevant systems and accounts.

Please immediately implement a litigation hold and confirm in writing by March 23, 2026 that: (a) a preservation notice has been distributed to all relevant custodians; (b) automatic deletion and overwrite policies have been suspended for relevant systems and data; (c) relevant backup tapes, snapshots, and archives are being preserved; and (d) the identities of key custodians and systems have been documented. If you believe any potentially relevant information has been lost or destroyed, notify us immediately and describe the circumstances, dates, custodians, and systems involved.

Nothing in this letter limits our right to seek additional information or relief. Our client reserves all rights. Please direct all communications regarding this matter to undersigned counsel.

Respectfully submitted,

MARIA F. PARATORE

Cc: Joseph R. Lee (via E-Mail)
Baruch M. Bebchick, Esq. (via E-Mail)

Case# 2026-14573-0 Docketed at Montgomery County Prothonotary on 06/08/2026 4:26 PM, Fee = $304.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Case# 2026-14573-5 Docketed at Montgomery County Prothonotary on 07/21/2026 1:34 PM, Fee = $0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

LEE, JOSEPH R VS. MARCHIANO, LISA	NO. 2026-14573

COVER SHEET OF MOVING PARTY

Date of Filing July 21 2026 Moving Party LISA MARCHIANO; DEBORAH STEWART; THIS JUNGIAN LIFE LLC

Counsel for Moving Party

Counsel's email address: ABONEKEMPER@FOXROTHSCHILD.COM

Document Filed (Specify) PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

If a motion to compel discovery, state the Court-ordered Discovery Deadline: N/A
(failure to complete this space will result in the motion being stricken)

CERTIFICATIONS - Check **ONLY** if appropriate:

_____ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. **(Required by Local Rule 208.2(e) on motions relating to discovery.)**

_____ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

RULE TO SHOW CAUSE - Check **ONE** of the Choices Listed Below:

_____ Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the day of 20

_____ Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the day of , 20__ at **1:00 p.m.** at **321 Swede Street, Norristown, PA.**

_____ Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

_____ Rule Returnable at time of trial.

By: _____
Court Administrator

7/23

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NOTICE TO PLEAD

TO: PLAINTIFF, JOSEPH R. LEE

You are hereby notified to file a written response to the enclosed preliminary objections to your complaint within twenty (20) days from service hereof or a judgment may be entered against you.

FOX ROTHSCHILD LLP

BY: *Andrew W. Bonekemper, Esquire*

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ATTORNEYS FOR DEFENDANTS,
THIS JUNGIAN LIFE, LLC, LISA MARCHIANO and DEBORAH STEWART

JOSEPH R. LEE, individually and on behalf of THIS JUNGIAN LIFE, LLC Plaintiff, v. LISA MARCHIANO, DEBORAH STEWART, And THIS JUNGIAN LIFE, LLC Defendants.	IN THE COURT OF COMMON PLEAS MONTGOMERY COUNTY, PENNSYLVANIA CIVIL ACTION – LAW NO. 2026-14573

DEFENDANTS LISA MARCHIANO, DEBORAH STEWART AND THIS JUNGIAN LIFE, LLC'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

Presently before the Court are This Jungian Life, LLC ("Jungian Life"), Lisa Marchiano ("Marchiano") and Deborah Stewart's ("Stewart") (collectively "The Jungian Defendants") Preliminary Objections to the Complaint filed by Plaintiff, Joseph R. Lee ("Lee" or "Plaintiff"). The Court should sustain the Preliminary Objections for the reasons set forth at length below. Consequently, Objecting Defendants respectfully request that the Court sustain their Preliminary Objections, and in support thereof, aver as follows:

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PARTIES

1. Plaintiff Joseph Lee ("Plaintiff") is an individual residing at 5433 Shadowwood Drive, Virginia Beach, Virginia. Compl. ¶ 1.

2. Defendant Lisa Marchiano ("Marchiano") is an adult individual residing at 550 Spring Lane, Wyndmoor, Pennsylvania. Compl. ¶ 3.

3. Defendant Deborah Stewart ("Stewart") is an adult individual residing at 3010 Grand Bay Boulevard, Unit 496, Longboat Key, Florida. Compl. ¶ 4.

4. This Jungian Life, LLC is a member-managed Pennsylvania limited liability company with a registered address of 550 Spring Lane, Wyndmoor, Pennsylvania. Compl. ¶ 6.

5. Schedule A to the Operating Agreement, attached to Plaintiff's Complaint as Exhibit "A," lists Joseph Lee, Lisa Marchiano, and Deborah Stewart as members, each holding a 33.33% membership interest. Compl., Ex. 1, Schedule A.

FACTUAL ALLEGATION COMMON TO ALL COUNTS[1]

6. The above paragraphs are incorporated as though set forth at length.

7. From 2005 to 2013, Lee, Marchiano, and Stewart trained together at the Philadelphia Association of Jungian Analysts and formed a strong friendship. Compl. ¶ 11. Plaintiff, Marchiano, and Stewart later launched the "This Jungian Life" podcast together. Compl. ¶ 12.

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[1] The Jungian Defendants base this statement of facts upon the allegations contained in the Complaint, which must be accepted as true at this stage of the proceedings. However, the Court need not accept as true the conclusory allegations or unwarranted inferences asserted by Plaintiff. *See Giffin v. Chronister*, 616 A.2d 1070, 1072 (Pa. Commw. 1992). Defendants reserve the right to challenge those incorrect allegations in the Complaint at the appropriate stage of proceedings.

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8. On or about June 22, 2020, This Jungian Life, LLC, ("the Company"), was formed as a Pennsylvania member-managed limited liability company with equal ownership among Plaintiff, Marchiano, and Stewart. Compl. ¶ 19. The Parties executed the Operating Agreement on or about July 15, 2020. Compl. ¶¶ 20-21; Exhibit 1.

9. The Operating Agreement provides that the Company is managed by its members and that the members shall agree by majority vote how to run the Company's day-to-day business affairs, including appointment of Company officers, hiring of employees, terms and conditions of employment, and other actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. Compl., Ex. 1 § 7.1.

10. The Operating Agreement authorizes the Treasurer to sign checks, open and close financial accounts, make deposits and withdrawals, and conduct other financial transactions on behalf of the Company up to $2,000, but requires majority approval if the withdrawal or transaction value exceeds $2,000. Compl., Ex. 1 § 7.1.

11. The Operating Agreement provides that distributions are to be made pro rata in accordance with the members' interests and "upon unanimous vote of all the Members." Compl., Ex. 1 § 6.1.

12. Section 8.2 of the Operating Agreement addresses member powers and member disputes. Compl., Ex. 1 § 8.2. It provides, in relevant part:

> **[The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act. In the event of a dispute regarding unanimous decisions required between Members, the Members shall use good faith efforts to resolve the dispute among themselves. I[f] the Members cannot resolve a dispute among themselves, then a majority of Members may vote to submit the dispute for resolution in a non-binding proceeding by a mediator. If all Members do not accept the mediator's determination, then the dispute shall be resolved by a majority vote of the Members.**

Compl., Ex. 1 § 8.2.

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13. Plaintiff's central allegations arise from internal disputes concerning matters that Plaintiff now contends required unanimous or member approval, including distributions, management rights, access to Company assets, operational changes, appointment of a temporary co-host, and Company books and records. *See generally* Compl.

14. Those allegations fall within the Operating Agreement's governance structure and its mechanism for resolving member disputes concerning decisions that require unanimous consent.

15. On or about March 10, 2026, the Company sent a formal written demand to Plaintiff to turn over to the Company, *inter alia*, control of the Company's email, YouTube channel and website, which Plaintiff had refused to share with the Defendants. *See* Compl. ¶ 70 and Ex. 2.[2]

16. In response, on or about March 13, 2026, through counsel, Plaintiff served This Jungian Life, LLC with a demand to inspect books and records, a derivative demand letter, and a preservation notice. Compl. ¶ 72.

17. Plaintiff demanded, pursuant to under Sections 10.1 and 10.4 of the Operating Agreement and 15 Pa.C.S. § 8850, that the Company bring claims against Marchiano and, to the extent Stewart aligned with Marchiano, against Stewart as well. Compl., Ex. 3.

18. Plaintiff alleges that, on March 17, 2026, counsel for the Company declined to take action to investigate or enforce the claims asserted in the derivative demand. Compl. ¶¶ 122-123.

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[2] Plaintiff has yet to relinquish control of certain digital assets to the Company as requested in the Company's March 10, 2026 letter. Instead, Plaintiff has been exercising his wrongful and unilateral control over those assets to publicly harm the good will of the Company, which will be the subject of a counterclaim at the appropriate stage of litigation.

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19. Before Plaintiff filed the Complaint, counsel for the parties were communicating about moving forward with mediation of the Company principals' dispute. *See* Email Chain between Baruch Bebchick and Maria Paratore, Apr. 10 - June 8, 2026, attached as Exhibit A.

20. On April 28, 2026, counsel for This Jungian Life wrote to Plaintiff's counsel that his client had requested that Lee "join in a mediation with the other company principals in order to resolve outstanding issues between them" and asked Plaintiff's counsel to propose a mediator. Ex. A. On May 12, 2026, Plaintiff's counsel proposed three mediators: Hon. Jane Cutler Greenspan (Ret.), Hon. Patricia A. McInerney (Ret.), and Hon. Mitchell S. Goldberg (Ret.). Ex. A.

21. On May 19, 2026, counsel for This Jungian Life asked for fee information so that the parties could "move forward this process and schedule a mediation session." Ex. A.

22. Plaintiff's counsel responded later that day that she had submitted a neutral inquiry through JAMS for Greenspan and McInerney and specified mediation, not arbitration. Ex. A.

23. On June 3, 2026, counsel for This Jungian Life stated that his clients were "happy to proceed with Justice Greenspan for mediation" and asked whether Plaintiff's counsel wanted to schedule the session or wanted him to handle scheduling. Ex. A.

24. On June 5, 2026, counsel for This Jungian Life again asked whether Plaintiff's counsel wanted him to take the lead on scheduling the mediation with Justice Greenspan or preferred to handle it herself. Ex. A.

25. On the morning of June 8, 2026, Plaintiff's counsel responded, "I will reach out to the JAMS coordinator and get Justice Greenspan's availability." Ex. A. Later the same day—June 8, 2026—Plaintiff filed the Complaint. *See* Compl.

26. Plaintiff filed the Complaint in the Montgomery County Court of Common Pleas on June 8, 2026, at docket number 2026-14573.

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27. The Complaint attaches the Operating Agreement as Exhibit 1 and relies upon the Operating Agreement for Plaintiff's claims concerning member rights, voting rights, distributions, books and records, fiduciary duties, governance, and management authority. Compl., Ex. 1.

28. Count I asserts breach of fiduciary duty by Lee, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 106-124.

29. Count II asserts breach of contract by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 125-133.

30. Count III asserts legal accounting by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 134-136.

31. Count IV asserts violation of 15 Pa.C.S. § 8847(b) by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 137-142.

32. Count V asserts civil conspiracy by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 143-146.

33. The Jungian Defendants now bring these Preliminary Objections.

STANDARD OF REVIEW

34. Pennsylvania Rule of Civil Procedure 1028(a)(6) expressly permits preliminary objections based upon "pendency of a prior action or agreement for alternative dispute resolution." Pa.R.C.P. 1028(a)(6).

35. "Preliminary objections raising an issue under subdivision (a) . . . (6) . . . cannot be determined from facts of record." *See* Pa.R.C.P. 1028(a)(6), *Official Note*.

36. Courts have determined that it is proper procedure for a trial court to stay a case pending alternative dispute resolution. *Zaucha v. Chan*, 266 A.3d 652 (Pa. Super. 2021); *see also Schantz v. Dodgeland*, 830 A.2d 1265, 1266-67 (Pa. Super. 2003) (ruling that once preliminary

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objections were sustained, a stay of the action pending the resolution of the arbitration was appropriate).

37. A party may file preliminary objections in the nature of a demurrer to a legally insufficient pleading that does not set out a cause of action upon which the court can grant relief under any legal theory. Pa.R.Civ.P. 1028(a)(4).

38. "A preliminary objection in the nature of a demurrer is properly [sustained] where the contested pleading is legally insufficient." *Lugo v. Farmers Pride*, Inc., 967 A.2d 963, 966 (Pa. Super. 2009) (citation omitted).

39. "In making this decision, the court must accept as true all well pleaded material allegations and any reasonable inferences therefrom. However, a court need not accept as true conclusions of law, unwarranted inferences, allegations, or expressions of opinion." *Bayada Nurses, Inc. v. Com., Dep't of Lab. & Indus.*, 8 A.3d 866, 884 (Pa. 2010).

PRELIMINARY OBJECTION I - PA.R.C.P. 1028(A)(6)
Agreement for Alternative Dispute Resolution to Counts I, II, III, IV, and V

40. The above paragraphs are incorporated as though set forth at length.

41. The Operating Agreement attached to Plaintiff's Complaint establishes a member dispute mechanism for disputes regarding unanimous decisions required between members. Compl., Ex. 1 § 8.2.

42. Where there is a dispute among members, a majority of members may vote to "submit the dispute for resolution in a non-binding proceeding by a mediator." *Id.* That indisputably happened in this case, and the parties were in the midst of scheduling the required mediation upon the request of Marchiano and Stewart, who form a majority.

43. The issues Plaintiff identified in the Complaint are, in Plaintiff's own admission, issues regarding internal Company disputes that Plaintiff alleges required "all Members'

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approval," including distributions, management rights, access to Company assets, operational changes, appointment of a temporary co-host, and access to Company books and records. *See* Compl. ¶¶ 127, 130.

44. Thus, the issues raised in the Complaint fall squarely within the mediation provisions of Section 8.2 of the Operating Agreement.

45. Despite Plaintiff's apparent acknowledgement that the issues at hand fell within the purview of the mediation requirments, Plaintiff filed the Complaint ***on the same day*** Plaintiff's counsel and counsel for This Jungian Life were in the midst of scheduling the required mediation. *See* Ex. A.

46. Counsel for the Company and Plaintiff were engaging in email communications from April 10 to June 8, 2026, discussed the dispute, selected a mutually agreeable mediator, and were discussing fee payment and scheduling. *Id.*

47. On June 8, 2026, *Plaintiff's* counsel stated that "I will reach out to the JAMS coordinator and get Justice Greenspan's availability," (Ex. A), but instead of scheduling the mediation, Plaintiff filed the Complaint.

48. Plaintiff should not be permitted to avoid the Operating Agreement's dispute resolution process by filing suit on the same day his counsel confirmed that she would obtain the mediator's availability.

49. Because Plaintiff filed before the contractual mediation process was completed, the Court should sustain the Rule 1028(a)(6) Preliminary Objection and either dismiss the Complaint without prejudice or, at minimum, stay this action pending completion of the Operating Agreement's dispute resolution process. Pa.R.C.P. 1028(a)(6); *Schantz*, 830 A.2d at 1266-67; *Zaucha*, 266 A.3d at 652.

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WHEREFORE, The Jungian Defendants respectfully request that this Court sustain their Preliminary Objections, dismiss the Complaint, or stay the action in the alternative, and award such further relief as the Court deems necessary or appropriate under the circumstances.

PRELIMINARY OBJECTION II - PA.R.C.P. 1028(A)(4)
Legal Insufficiency of a Pleading (Demurrer) to Counts I, II, and V

50. The above paragraphs are incorporated as though set forth at length.

51. Counts I, II, and IV should be dismissed because Plaintiff combines direct and derivative theories in the same counts without separating the alleged injury to Plaintiff Lee from the alleged injury to the Company.

52. Count I is captioned as a breach of fiduciary duty claim brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 106-124. Count II is captioned as a breach of contract claim brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 125-133. Count IV is captioned as a statutory claim under 15 Pa.C.S.A. § 8847(b) brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 137-142.

53. Pennsylvania's LLC statute distinguishes direct actions by members from derivative actions to enforce Company rights. *See* 15 Pa.C.S. §§ 8881-8882.

54. While a member may "maintain a direct action against another member, a manager[,] or the limited liability company to enforce the member's rights and protect the member's interests," "[a] member maintaining a direct action under this section must plead and prove an actual or threatened injury that is not solely the result of an injury suffered or threatened to be suffered by the limited liability company." 15 Pa.C.S. § 8881(a)-(b); *see also Larikov, LLC v. Cao*, 314 A.3d 1283 (Pa. Super. 2024) (affirming lower court's sustaining of preliminary

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objections and dismissing complaint where plaintiff "alleges only that [company] has been damaged and that [he] has suffered as a result.").

55. As for derivative actions, "a shareholder may assert a derivative action on behalf of the corporation where the shareholder has demanded that the corporation assert the right underlying the action and the corporation has refused . . . . Moreover, any benefits of a derivative action belong to the [LLC] and not to the plaintiff who filed on behalf of the company." *Big Bite Real Estate, LLC v. Ilera Holdings, LLC*, No. 2906-EDA-2024, 2026 WL 948930, at *11-12 (Pa. Super. April 8, 2026) ("No damages may be awarded where the evidence is insufficient for the finder of fact to determine what, if any amount, of damages the plaintiff[, i.e., the company,] suffered.") (internal citation and quotation marks omitted).

56. Counts I, II, and IV do not plead legally sufficient direct actions because they do not identify an injury to Lee that is distinct from, and not solely the result of, an alleged injury to the Company. Compl. ¶¶ 106-142.

57. Further, to the extent Plaintiff seeks to assert derivative claims, these same Counts are insufficient because they do not plead the derivative claims separately, do not identify the Company right being enforced in each count, and do not distinguish the relief sought for the Company.

58. Instead, Plaintiff baldly and conclusorily says he was damaged, without identifying any individual harm. Compl. ¶¶ 106-142.

59. For Count I, the breach of fiduciary duty claim, Plaintiff Lee alleges that "Mr. Lee has been damaged by Defendants' breach of their fiduciary duties," due to Defendants having not responded to a formal books and records request. Compl. ¶ 121.

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60. Plaintiff does not identify what these damages are, nor does he allege that the Company suffered any damages as a result of the alleged breach. Compl. ¶¶ 106-124.

61. Indeed, the Limited Liability Law contains a specific remedy for Plaintiff's claim that he is entitled to additional information, but Plaintiff has not availed himself of that remedy.

62. For Count II, the breach of contract claim, Plaintiff alleges that the Company was damaged in the amount of $45,000 (Compl. ¶ 129) but then states that "Mr. Lee[] has been damaged by Defendants' breaches of [the Company's] Operating Agreement," with no specificity or distinction from the damages allegedly suffered by the Company. Compl. ¶ 133.

63. For Count IV under 15 Pa.C.S.A. § 8847(b), Plaintiff claims only that "Plaintiff has been and continues to be harmed by Defendants' actions and been deprived of his statutory rights as an equal Member of the Company." Compl. ¶ 142.

64. There is no detail provided on what specific harm Plaintiff is supposed to have suffered, or how his alleged lack of equal rights caused separate harm to the Company.

65. It cannot be determined from the faces of Counts I, II, and IV whether Plaintiff seeks recovery for himself, recovery for the Company, enforcement of his alleged member rights, enforcement of Company rights, or some combination of each. Compl. ¶¶ 106-142.

66. Counts I, II, and IV should therefore be dismissed to the extent they assert direct claims for Company injuries, and Plaintiff should at minimum be required to replead any direct and derivative theories in separate counts with clear separate injuries and separate requested relief. *See* 15 Pa.C.S. §§ 8881-8882; Pa.R.C.P. 1028(a)(4).

WHEREFORE, The Jungian Defendants respectfully request that this Court sustain their Preliminary Objections, dismiss the Complaint, and award such further relief as the Court deems necessary or appropriate under the circumstances.

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PRELIMINARY OBJECTION II TO III - PA.R.C.P. 1028(A)(4)
Legal Insufficiency of a Pleading (Demurrer) to Count V

67. The above paragraphs are incorporated as though set forth at length.

68. Count V fails to state a civil conspiracy claim because Plaintiff alleges only that Marchiano and Stewart, as members or decisionmakers of the same Company, acted together concerning Company management, Company assets, and Company information. Compl. ¶¶ 143-146.

69. Under Pennsylvania law, to allege civil conspiracy:

> It must be shown that two or more persons combined or agreed with intent to do an unlawful act or to do an otherwise lawful act by unlawful means. Proof of malice, i.e., an intent to injure, is an essential part of a conspiracy cause of action; this unlawful intent must also be without justification. Furthermore, a conspiracy is not actionable until some overt act is done in pursuance of the common purpose or design . . . and actual legal damage results.

See Lackner v. Glosser, 892 A.2d 21, 35 (Pa. Super. 2006) (internal citations and quotation marks omitted).

70. Notably, actions taken to advance one's own legitimate business interests or one's own interests and not "solely to injure" do not fulfill the malice requirement. *See Thompson Coal Co. v. Pike Coal Co.*, 412 A.2d 466, 472 (Pa. 1979).

71. The intracorporate conspiracy doctrine bars Count V because a single entity cannot conspire with itself, and agents of a single entity cannot conspire among themselves when acting within the scope of the entity relationship. *Rutherfoord v. Presbyterian-Univ. Hosp.*, 612 A.2d 500, 508 (Pa. Super. 1992); *Pursel v. Parkland Sch. Dist.*, 70 Pa. D. & C.4th 129, 140 (Pa. Com. Pl. 2005).

72. The doctrine rests on the principle that a conspiracy requires at least two legally distinct actors, while the acts of agents of the same entity are treated as acts of that entity.

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Rutherfoord, 612 A.2d at 508 ("A single entity cannot conspire with itself and, similarly, agents of a single entity cannot conspire among themselves.").

73. Here, Plaintiff's civil conspiracy claim must be dismissed because he failed to show that Marchiano and Stewart acted maliciously, or that they acted without justification. Plaintiff only alleged Marchiano and Stewart "excluded" and "pushed him out" of the Company. Compl. ¶¶ 144-145.

74. Even if Plaintiff could prove his allegations, such alleged self-interest does not constitute malice. Additionally, according to Plaintiff's own allegations, both Marchiano and Stewart were acting as agents of the Company, and Plaintiff does not plead facts showing that Marchiano and Stewart acted outside their roles as members or managers.

75. As a Company cannot conspire with itself, Count V therefore fails as a matter of law. The Court should sustain the Preliminary Objection to Count V and dismiss that Count. Pa.R.C.P. 1028(a)(4).

WHEREFORE, The Jungian Defendants respectfully request that this Court sustain their Preliminary Objections, dismiss the Complaint, and award such further relief as the Court deems necessary or appropriate under the circumstances.

PRELIMINARY OBJECTION II TO IV - PA.R.C.P. 1028(A)(4)
Legal Insufficiency of a Pleading (Demurrer) to Count III

76. The above paragraphs are incorporated as though set forth at length.

77. Count III should be dismissed because Plaintiff pleads "Legal Accounting" as an independent Count, rather than as a remedy incident to a legally sufficient underlying claim.

78. Count III sparsely alleges that, as a Company member, Plaintiff is "entitled to a full and complete accounting of TJL's financial affairs and records under both the Operating

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Agreement and Plaintiff's statutory rights as a member," and that Defendants failed to provide Company records or access to books, records, and financial information. Compl. ¶¶ 135-136.

79. Pennsylvania law recognizes that a legal accounting under Pa.R.C.P. 1021 is "merely an incident to a proper assumpsit claim." *See Buczek v. First Nat. Bank of Mifflintown*, 531 A.2d 1122, 1123 (Pa. Super. 1987); *see also Baird v. Macklin*, 6 Pa. D & C 5th 193, 204 (Pa. Com. Pl. 2008) ("Under Rule 1021 of the Rules of Civil Procedure, a plaintiff may seek an accounting as part of his remedy at law.").

80. While a claim for accounting could be an equitable claim, such a claim is not proper where there is an adequate remedy at law. *See Buczek*, 531 A.2d at 1124 (explaining that "accounting does not exist merely because the plaintiff desires information that he could obtain through discovery.").

81. In addition to alleging no adequate remedy at law, a plaintiff making an equitable accounting claim also must plead "required elements of the cause of action for an accounting: the existence of a fiduciary relationship; fraud or misrepresentation; [and] that the accounts are mutual or complicated." *Baird*, 6 Pa. D & C 5th at 205.

82. A claim for "legal accounting" is not valid here, where a Rule 1021 accounting is only a remedy, not a separate claim.

83. An equitable accounting is also not available here, where there already exists an adequate remedy at law, Plaintiff is demanding information that he could seek during discovery, and Plaintiff failed to allege the required elements of an equitable accounting claim.

84. Thus, Count III should be dismissed as legally insufficient under Pa.R.C.P. 1028(a)(4).

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WHEREFORE, The Jungian Defendants respectfully request that this Court sustain their Preliminary Objections, dismiss the Complaint, or in the alternative, stay this action pending completion of mediation, and award such further relief as the Court deems necessary or appropriate under the circumstances. As a further alternative, The Jungian Defendants respectfully request that Plaintiff be required to replead any direct and derivative claims under Counts I, II, and IV.

Dated: July 21, 2026

FOX ROTHSCHILD LLP

By: */s/ Andrew Bonekemper*

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This Jungian Life LLC, Lisa Marchiano and Deborah Stewart

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VERIFICATION

I, Lisa Marchiano, hereby verify on behalf of Defendants that the foregoing Preliminary Objections were prepared with the assistance of counsel, and that the factual assertions contained therein are true and correct to the best of my knowledge, information, and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

DocuSigned by:
Lisa Marchiano
074E33BBA0FA451...

Lisa Marchiano

Dated: July 20, 2026

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JOSEPH R. LEE, individually and on behalf of THIS JUNGIAN LIFE, LLC Plaintiff, v. LISA MARCHIANO, DEBORAH STEWART, and THIS JUNGIAN LIFE, LLC Defendants.	IN THE COURT OF COMMON PLEAS MONTGOMERY COUNTY, PENNSYLVANIA CIVIL ACTION – LAW NO. 2026-14573

ORDER

AND NOW, on this _____ day of _____, 2026, upon consideration of the Preliminary Objections of Defendants, This Jungian Life, LLC, Lisa Marchiano and Deborah Stewart, to Plaintiff's Complaint, and any Response from Plaintiff thereto, it is hereby ORDERED and DECREED that Defendants' Preliminary Objections are SUSTAINED and this action is STAYED pending the completion of mediation

IT IS FURTHER ordered that Counts III and V of Plaintiff's Complaint are DISMISSED, with prejudice, and Counts I, II and IV are dismissed without prejudice.

_____

J.

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THIS JUNGIAN LIFE, LLC, LISA MARCHIANO and DEBORAH STEWART

JOSEPH R. LEE, individually and on behalf of THIS JUNGIAN LIFE, LLC Plaintiff, v. LISA MARCHIANO, DEBORAH STEWART, and THIS JUNGIAN LIFE, LLC Defendants.	IN THE COURT OF COMMON PLEAS MONTGOMERY COUNTY, PENNSYLVANIA CIVIL ACTION – LAW NO. 2026-14573

CERTIFICATE OF SERVICE

I, Andrew W. Bonekemper, Esquire, hereby certify that on July 21, 2026, I served a true and correct copy of the foregoing Preliminary Objections, with supporting brief, via the Court's electronic filing system on all counsel of record.

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By: */s/ Andrew Bonekemper*
Andrew W. Bonekemper, Esquire

Dated: July 21, 2026

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BRIEF IN SUPPORT OF THE PRELIMINARY OBJECTIONS OF DEFENDANTS LISA MARCHIANO, DEBORAH STEWART AND THIS JUNGIAN LIFE, LLC TO PLAINTIFF'S COMPLAINT

I. MATTER BEFORE THE COURT

Presently before the Court are This Jungian Life, LLC ("Jungian Life"), Lisa Marchiano ("Marchiano") and Deborah Stewart's ("Stewart") (collectively "The Jungian Defendants") Preliminary Objections to the Complaint filed by Plaintiff, Joseph R. Lee ("Lee" or "Plaintiff"). The Court should sustain the Preliminary Objections for the reasons set forth below. Consequently, The Jungian Defendants respectfully request that the Court sustain their Preliminary Objections, and in support, state as follows:

II. STATEMENT OF QUESTIONS PRESENTED

1. Should the Court sustain The Jungian Defendants' preliminary objection pursuant to Pa.R.C.P. 1028(a)(6) because the Plaintiff filed this action on the eve of mandatory mediation required by the Operating Agreement, then refused to participate in mediation as required?

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Suggested answer: Yes.

2. Should the Court dismiss Counts I, II, and IV because Plaintiff asserts blended direct and derivative claims without properly alleging the elements sufficient for either?

   Suggested answer: Yes.

3. Should the Court dismiss Count V because agents of the same company acting in their professional capacity cannot conspire together?

   Suggested answer: Yes.

4. Should the Court dismiss Count III because Plaintiff cannot allege an accounting as a standalone claim, and because an adequate remedy at law is available?

   Suggested answer: Yes.

III. FACTUAL BACKGROUND[1]

A. Parties

Plaintiff Joseph Lee ("Plaintiff") is an individual residing at 5433 Shadowwood Drive, Virginia Beach, Virginia. Compl. ¶ 1. Defendant Lisa Marchiano ("Marchiano") is an adult individual residing at 550 Spring Lane, Wyndmoor, Pennsylvania. Compl. ¶ 3. Defendant Deborah Stewart ("Stewart") is an adult individual residing at 3010 Grand Bay Boulevard, Unit 496, Longboat Key, Florida. Compl. ¶ 4. This Jungian Life, LLC is a member-managed Pennsylvania limited liability company with a registered address of 550 Spring Lane, Wyndmoor, Pennsylvania. Compl. ¶ 6. Schedule A to the Operating Agreement, attached to Plaintiff's Complaint as Exhibit "A," lists Joseph Lee, Lisa Marchiano, and Deborah Stewart as members, each holding a 33.33% membership interest. Compl., Ex. 1, Schedule A.

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[1] The Jungian Defendants base this statement of facts upon the allegations contained in the Complaint, which must be accepted as true at this stage of the proceedings. However, the Court need not accept as true the conclusory allegations or unwarranted inferences asserted by Plaintiff. *See Giffin v. Chronister*, 616 A.2d 1070, 1072 (Pa. Commw. 1992). Defendants reserve the right to challenge those incorrect allegations in the Complaint at the appropriate stage of proceedings.

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B. Formation of the Company and Operating Agreement

From 2005 to 2013, Lee, Marchiano, and Stewart trained together at the Philadelphia Association of Jungian Analysts and formed a strong friendship. Compl. ¶ 11. Plaintiff, Marchiano, and Stewart later launched the "This Jungian Life" podcast together. Compl. ¶ 12. On or about June 22, 2020, This Jungian Life, LLC, ("the Company"), was formed as a Pennsylvania member-managed limited liability company with equal ownership among Plaintiff, Marchiano, and Stewart. Compl. ¶ 19. The Parties executed the Operating Agreement on or about July 15, 2020. Compl. ¶¶ 20-21; Exhibit 1.

The Operating Agreement provides that the Company is managed by its members and that the members shall agree by majority vote how to run the Company's day-to-day business affairs, including appointment of Company officers, hiring of employees, terms and conditions of employment, and other actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. Compl., Ex. 1 § 7.1. The Operating Agreement authorizes the Treasurer to sign checks, open and close financial accounts, make deposits and withdrawals, and conduct other financial transactions on behalf of the Company up to $2,000, but requires majority approval if the withdrawal or transaction value exceeds $2,000. Compl., Ex. 1 § 7.1. The Operating Agreement provides that distributions are to be made pro rata in accordance with the members' interests and "upon unanimous vote of all the Members." Compl., Ex. 1 § 6.1.

C. The Operating Agreement's Internal Dispute-Resolution Mechanism

Section 8.2 of the Operating Agreement addresses member powers and member disputes. Compl., Ex. 1 § 8.2. It provides, in relevant part:

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> The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act. In the event of a dispute regarding unanimous decisions required between Members, the Members shall use good faith efforts to resolve the dispute among themselves. If the Members cannot resolve a dispute among themselves, then a majority of Members may vote to submit the dispute for resolution in a non-binding proceeding by a mediator. If all Members do not accept the mediator's determination, then the dispute shall be resolved by a majority vote of the Members.

Compl., Ex. 1 § 8.2.

Plaintiff's central allegations arise from internal disputes concerning matters that Plaintiff now contends required unanimous or member approval, including distributions, management rights, access to Company assets, operational changes, appointment of a temporary co-host, and Company books and records. *See generally* Compl. Those allegations fall within the Operating Agreement's governance structure and its mechanism for resolving member disputes concerning decisions that require unanimous consent.

D. Plaintiff's Pre-Suit Demands

On March 10, 2026, the Company sent a formal written demand to Plaintiff to turn over to the Company, *inter alia*, control of the Company's email, YouTube channel and website, which Plaintiff had refused to share with the Defendants. *See* Compl. ¶ 70 and Ex. 2.[2] In response, on or about March 13, 2026, through counsel, Plaintiff served This Jungian Life, LLC with a demand to inspect books and records, a derivative demand letter, and a preservation notice. Compl. ¶ 72. Plaintiff demanded, pursuant to under Sections 10.1 and 10.4 of the Operating Agreement and 15 Pa.C.S. § 8850, that the Company bring claims against Marchiano and, to the extent Stewart aligned with Marchiano, against Stewart as well. Compl., Ex. 3. Plaintiff alleges that, on March

[2] Plaintiff has yet to relinquish control of certain digital assets to the Company as requested in the Company's March 10, 2026, letter. Instead, Plaintiff has been exercising his wrongful and unilateral control over those assets to publicly harm the good will of the Company, which will be the subject of a counterclaim at the appropriate stage of litigation.

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17, 2026, counsel for the Company declined to take action to investigate or enforce the claims asserted in the derivative demand. Compl. ¶¶ 122-123.

E. The Parties Were in the Midst of the Mandatory Pre-Suit Mediation Process at the Time Plaintiff Filed this Action.[3]

Before Plaintiff filed the Complaint, counsel for the parties were communicating about moving forward with mediation of the Company principals' dispute. *See* Email Chain between Baruch Bebchick and Maria Paratore, Apr. 10 - June 8, 2026, attached to the Preliminary Objections as Exhibit A. On April 28, 2026, counsel for This Jungian Life wrote to Plaintiff's counsel that his client had requested that Lee "join in a mediation with the other company principals in order to resolve outstanding issues between them" and asked Plaintiff's counsel to propose a mediator. Ex. A. On May 12, 2026, Plaintiff's counsel proposed three mediators: Hon. Jane Cutler Greenspan (Ret.), Hon. Patricia A. McInerney (Ret.), and Hon. Mitchell S. Goldberg (Ret.). Ex. A. On May 19, 2026, counsel for This Jungian Life asked for fee information so that the parties could "move forward this process and schedule a mediation session." Ex. A. Plaintiff's counsel responded later that day that she had submitted a neutral inquiry through JAMS for Greenspan and McInerney and specified mediation, not arbitration. Ex. A.

On June 3, 2026, counsel for This Jungian Life stated that his clients were "happy to proceed with Justice Greenspan for mediation" and asked whether Plaintiff's counsel wanted to

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[3] Preliminary objections based upon Pa.R.C.P. 1028(a)(6) cannot be determined from facts of record. *See* Pa.R.C.P. 1028(a)(6), *Official Note*. Thus, a dispute raising an agreement for alternate dispute resolution cannot be resolved by reference to facts pled in the complaint, and additional evidence is required. *See Davis v. Ctr. Mgmt. Grp., LLC*, 192 A.3d 173, 183 (Pa. Super. 2018). Accordingly, The Jungian Defendants rely upon the pre-suit mediation communications as evidence relevant to their Rule 1028(a)(6) objection, as further argued below, and have endorsed the Preliminary Objections with the required notice to plead.

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schedule the session or wanted him to handle scheduling. Ex. A. On June 5, 2026, counsel for This Jungian Life again asked whether Plaintiff's counsel wanted him to take the lead on scheduling the mediation with Justice Greenspan or preferred to handle it herself. Ex. A. On the morning of June 8, 2026, Plaintiff's counsel responded, "I will reach out to the JAMS coordinator and get Justice Greenspan's availability." Ex. A. Later the same day—June 8, 2026—Plaintiff filed the Complaint. *See* Compl.

F. Procedural History

Plaintiff filed the Complaint in the Montgomery County Court of Common Pleas on June 8, 2026, at docket number 2026-14573. The Complaint attaches the Operating Agreement as Exhibit 1 and relies upon the Operating Agreement for Plaintiff's claims concerning member rights, voting rights, distributions, books and records, fiduciary duties, governance, and management authority. Compl., Ex. 1.

Count I asserts breach of fiduciary duty by Lee, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 106-124. Count II asserts breach of contract by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 125-133. Count III asserts legal accounting by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 134-136. Count IV asserts violation of 15 Pa.C.S. § 8847(b) by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 137-142. Count V asserts civil conspiracy by Plaintiff, individually and on behalf of This Jungian Life, LLC, against Marchiano and Stewart. Compl. ¶¶ 143-146. The Jungian Defendants now bring these Preliminary Objections.

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IV. ARGUMENT

A. Legal Standards

i. Agreement for Alternative Dispute Resolution (Rule 1028(a)(6))

Pennsylvania Rule of Civil Procedure 1028(a)(6) expressly permits preliminary objections based upon "pendency of a prior action or agreement for alternative dispute resolution." Pa.R.C.P. 1028(a)(6). "Preliminary objections raising an issue under subdivision (a) . . . (6) . . . cannot be determined from facts of record." *See* Pa.R.C.P. 1028(a)(6), *Official Note*. Courts have determined that it is proper procedure for a trial court to stay a case pending alternative dispute resolution. *Zaucha v. Chan*, 266 A.3d 652 (Pa. Super. 2021); *see also Schantz v. Dodgeland*, 830 A.2d 1265, 1266-67 (Pa. Super. 2003) (ruling that once preliminary objections were sustained, a stay of the action pending the resolution of the arbitration was appropriate).

ii. Demurrer (Rule 1028(a)(4))

A party may file preliminary objections in the nature of a demurrer to a legally insufficient pleading that does not set out a cause of action upon which the court can grant relief under any legal theory. Pa.R.Civ.P. 1028(a)(4). "A preliminary objection in the nature of a demurrer is properly [sustained] where the contested pleading is legally insufficient." *Lugo v. Farmers Pride*, Inc., 967 A.2d 963, 966 (Pa. Super. 2009) (citation omitted). "In making this decision, the court must accept as true all well pleaded material allegations and any reasonable inferences therefrom. However, a court need not accept as true conclusions of law, unwarranted inferences, allegations, or expressions of opinion." *Bayada Nurses, Inc. v. Com., Dep't of Lab. & Indus.*, 8 A.3d 866, 884 (Pa. 2010).

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B. Preliminary Objection I - The Complaint Should Be Dismissed or Stayed Pending Completion of the Operating Agreement's Dispute Resolution Process

The Operating Agreement attached to Plaintiff's Complaint establishes a member dispute mechanism for disputes regarding unanimous decisions required between members. Compl., Ex. 1 § 8.2. Where there is a dispute among members, a majority of members may vote to "submit the dispute for resolution in a non-binding proceeding by a mediator." *Id.* That indisputably happened in this case, and the parties were in the midst of scheduling the required mediation upon the request of Marchiano and Stewart, who form a majority. The issues Plaintiff identified in the Complaint are, in Plaintiff's own admission, issues regarding internal Company disputes that Plaintiff alleges required "all Members' approval," including distributions, management rights, access to Company assets, operational changes, appointment of a temporary co-host, and access to Company books and records. *See* Compl. ¶¶ 90-93,127, 130. Thus, the issues raised in the Complaint, according to Plaintiff's own allegations, fall squarely within the mediation provisions of Section 8.2 of the Operating Agreement.

Despite Plaintiff's apparent acknowledgement that the issues at hand fell within the purview of the mediation requirement, Plaintiff filed this Complaint ***on the same day*** Plaintiff's counsel and counsel for This Jungian Life were in the midst of scheduling the required mediation. *See* Ex. A. Counsel for the Company and Plaintiff were engaging in email communications from April 10 to June 8, 2026, discussed the dispute, selected a mutually agreeable mediator, and were discussing fee payment and scheduling. *Id.* On June 8, 2026, *Plaintiff's* counsel stated that "I will reach out to the JAMS coordinator and get Justice Greenspan's availability," (Ex. A), but instead of scheduling the mediation, Plaintiff filed the Complaint.

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Plaintiff should not be permitted to avoid the Operating Agreement's dispute resolution process by filing suit on the same day his counsel confirmed that she would obtain the mediator's availability. Because Plaintiff filed before the contractual mediation process was completed, the Court should sustain the Rule 1028(a)(6) Preliminary Objection and either dismiss the Complaint without prejudice or, at minimum, stay this action pending completion of the Operating Agreement's dispute resolution process. Pa.R.C.P. 1028(a)(6); *Schantz*, 830 A.2d at 1266-67; *Zaucha*, 266 A.3d at 652.

C. Preliminary Objection II - Counts I, II, and IV Are Legally Insufficient Because They Improperly Blend Direct and Derivative Claims

Counts I, II, and IV should be dismissed because Plaintiff combines direct and derivative theories in the same counts without separating the alleged injury to Plaintiff Lee from the alleged injury to the Company. Count I is captioned as a breach of fiduciary duty claim brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 106-124. Count II is captioned as a breach of contract claim brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 125-133. Count IV is captioned as a statutory claim under 15 Pa.C.S.A. § 8847(b) brought by "Joseph Lee, individually and on behalf of This Jungian Life, LLC." Compl. ¶¶ 137-142.

Pennsylvania's LLC statute distinguishes direct actions by members from derivative actions to enforce Company rights. *See* 15 Pa.C.S. §§ 8881-8882. While a member may "maintain a direct action against another member, a manager[,] or the limited liability company to enforce the member's rights and protect the member's interests," "[a] member maintaining a direct action under this section must plead and prove an actual or threatened injury that is not solely the result of an injury suffered or threatened to be suffered by the limited liability company." 15 Pa.C.S. § 8881(a)-(b); *see also Larikov, LLC v. Cao*, 314 A.3d 1283 (Pa. Super. 2024) (affirming lower

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court's sustaining of preliminary objections and dismissing complaint where plaintiff "alleges only that [company] has been damaged and that [he] has suffered as a result.").

As for derivative actions, "a shareholder may assert a derivative action on behalf of the corporation where the shareholder has demanded that the corporation assert the right underlying the action and the corporation has refused . . . . Moreover, any benefits of a derivative action belong to the [LLC] and not to the plaintiff who filed on behalf of the company." *Big Bite Real Estate, LLC v. Ilera Holdings, LLC*, No. 2906-EDA-2024, 2026 WL 948930, at *11-12 (Pa. Super. April 8, 2026) ("No damages may be awarded where the evidence is insufficient for the finder of fact to determine what, if any amount, of damages the plaintiff[, i.e., the company,] suffered.") (internal citation and quotation marks omitted).

Counts I, II, and IV do not plead legally sufficient direct actions because they do not identify an injury to Lee that is distinct from, and not solely the result of, an alleged injury to the Company. Compl. ¶¶ 106-142. Further, to the extent Plaintiff seeks to assert derivative claims, these same Counts are insufficient because they do not plead the derivative claims separately, do not identify the Company right being enforced in each count, and do not distinguish the relief sought for the Company. Instead, Plaintiff baldly and conclusorily says he was damaged, without identifying any individual harm. Compl. ¶¶ 106-142.

For Count I, the breach of fiduciary duty claim, Plaintiff Lee alleges that "Mr. Lee has been damaged by Defendants' breach of their fiduciary duties," due to Defendants having not responded to a formal books and records request. Compl. ¶ 121. Plaintiff does not identify what these damages are, nor does he allege that the Company suffered any damages as a result of the alleged breach. Compl. ¶¶ 106-124. Indeed, the Limited Liability Law contains a specific remedy for Plaintiff's

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claim that he is entitled to additional information, but Plaintiff has not availed himself of that remedy.

For Count II, the breach of contract claim, Plaintiff alleges that the Company was damaged in the amount of $45,000 (Compl. ¶ 129) but then states that "Mr. Lee[] has been damaged by Defendants' breaches of [the Company's] Operating Agreement," with no specificity or distinction from the damages allegedly suffered by the Company. Compl. ¶ 133. For Count IV under 15 Pa.C.S.A. § 8847(b), Plaintiff claims only that "Plaintiff has been and continues to be harmed by Defendants' actions and been deprived of his statutory rights as an equal Member of the Company." Compl. ¶ 142. There is no detail provided on what specific harm Plaintiff is supposed to have suffered, or how his alleged lack of equal rights caused separate harm to the Company.

It cannot be determined from the faces of Counts I, II, and IV whether Plaintiff seeks recovery for himself, recovery for the Company, enforcement of his alleged member rights, enforcement of Company rights, or some combination of each. Compl. ¶¶ 106-142. Counts I, II, and IV should therefore be dismissed to the extent they assert direct claims for Company injuries, and Plaintiff should at minimum be required to replead any direct and derivative theories in separate counts with clear separate injuries and separate requested relief. *See* 15 Pa.C.S. §§ 8881-8882; Pa.R.C.P. 1028(a)(4).

D. Preliminary Objection III - Count V Fails to State a Civil Conspiracy Claim

Count V fails to state a civil conspiracy claim because Plaintiff alleges only that Marchiano and Stewart, as members or decisionmakers of the same Company, acted together concerning Company management, Company assets, and Company information. Compl. ¶¶ 143-146.

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Under Pennsylvania law, to allege civil conspiracy:

> It must be shown that two or more persons combined or agreed with intent to do an unlawful act or to do an otherwise lawful act by unlawful means. Proof of malice, i.e., an intent to injure, is an essential part of a conspiracy cause of action; this unlawful intent must also be without justification. Furthermore, a conspiracy is not actionable until some overt act is done in pursuance of the common purpose or design . . . and actual legal damage results.

See Lackner v. Glosser, 892 A.2d 21, 35 (Pa. Super. 2006) (internal citations and quotation marks omitted). Notably, actions taken to advance one's own legitimate business interests or one's own interests and not "solely to injure" do not fulfill the malice requirement. *See Thompson Coal Co. v. Pike Coal Co.*, 412 A.2d 466, 472 (Pa. 1979).

The intracorporate conspiracy doctrine bars Count V because a single entity cannot conspire with itself, and agents of a single entity cannot conspire among themselves when acting within the scope of the entity relationship. *See Rutherfoord v. Presbyterian-Univ. Hosp.*, 612 A.2d 500, 508 (Pa. Super. 1992); *Pursel v. Parkland Sch. Dist.*, 70 Pa. D. & C.4th 129, 140 (Pa. Com. Pl. 2005). The doctrine rests on the principle that a conspiracy requires at least two legally distinct actors, while the acts of agents of the same entity are treated as acts of that entity. *Rutherfoord*, 612 A.2d at 508 ("A single entity cannot conspire with itself and, similarly, agents of a single entity cannot conspire among themselves.").

Here, Plaintiff's civil conspiracy claim must be dismissed because he failed to show that Marchiano and Stewart acted maliciously, or that they acted without justification. Plaintiff only alleged Marchiano and Stewart "excluded" and "pushed him out" of the Company. Compl. ¶¶ 144-145. Even if Plaintiff could prove his allegations, such alleged self-interest does not constitute malice. Additionally, according to Plaintiff's own allegations, both Marchiano and Stewart were acting as agents of the Company, and Plaintiff does not plead facts showing that Marchiano and Stewart acted outside their roles as members or managers. As a Company cannot conspire with

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itself, Count V therefore fails as a matter of law. The Court should sustain the Preliminary Objection to Count V and dismiss that Count. Pa.R.C.P. 1028(a)(4).

E. Preliminary Objection IV - Count III Fails Because Accounting Is Not a Standalone Cause of Action on These Pleadings

Count III should be dismissed because Plaintiff pleads "Legal Accounting" as an independent Count, rather than as a remedy incident to a legally sufficient underlying claim. Count III sparsely alleges that, as a Company member, Plaintiff is "entitled to a full and complete accounting of TJL's financial affairs and records under both the Operating Agreement and Plaintiff's statutory rights as a member," and that Defendants failed to provide Company records or access to books, records, and financial information. Compl. ¶¶ 135-136.

Pennsylvania law recognizes that a legal accounting under Pa.R.C.P. 1021 is "merely an incident to a proper assumpsit claim." *See Buczek v. First Nat. Bank of Mifflintown*, 531 A.2d 1122, 1123 (Pa. Super. 1987); *see also Baird v. Macklin*, 6 Pa. D & C 5th 193, 204 (Pa. Com. Pl. 2008) ("Under Rule 1021 of the Rules of Civil Procedure, a plaintiff may seek an accounting as part of his remedy at law."). While a claim for accounting could be an equitable claim, such a claim is not proper where there is an adequate remedy at law. *See Buczek*, 531 A.2d at 1124 (explaining that "accounting does not exist merely because the plaintiff desires information that he could obtain through discovery."). In addition to alleging no adequate remedy at law, a plaintiff making an equitable accounting claim also must plead "required elements of the cause of action for an accounting: the existence of a fiduciary relationship; fraud or misrepresentation; [and] that the accounts are mutual or complicated." *Baird*, 6 Pa. D & C 5th at 205.

A claim for "legal accounting" is not valid here, where a Rule 1021 accounting is only a remedy, not a separate claim. An equitable accounting is also not available here, where there already exists an adequate remedy at law, Plaintiff is demanding information that he could seek

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during discovery, and Plaintiff failed to allege the required elements of an equitable accounting claim. Thus, Count III should be dismissed as legally insufficient under Pa.R.C.P. 1028(a)(4).

V. RELIEF REQUESTED

For the above stated reasons, The Jungian Defendants, by and through their attorneys, Fox Rothschild LLP, respectfully request this Court to sustain their Preliminary Objections, dismiss the Complaint against The Jungian Defendants, or in the alternative, stay this action pending completion of mediation, and award such further relief as the Court deems necessary or appropriate under the circumstances. As a further alternative, The Jungian Defendants respectfully request that Counts III and V be dismissed, and that Counts I, II, and IV be dismissed with leave for Plaintiff to replead any direct and derivative theories.

Dated: July 21, 2026

FOX ROTHSCHILD LLP

By: */s/ Andrew W. Bonekemper*

Andrew W. Bonekemper (84313)
Lydia K. Budd (335894)
Shannon L. O'Malley (329034)
980 Jolly Road, Suite 110
P.O. Box 3001
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Attorneys for Defendant
THIS JUNGIAN LIFE, LLC, LISA MARCHIANO and DEBORAH STEWART

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EXHIBIT A

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From: Baruch Bebchick
To: Bonekemper, Andrew W.
Cc: Ian Comisky; Lisa Marchiano; Deborah C. Stewart
Subject: FW: Response Letter
Date: Monday, July 6, 2026 10:45:00 AM
Attachments: image001.png

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Monday, June 8, 2026 8:41 AM
To: Baruch Bebchick <baruch@bebchicklaw.com>
Subject: RE: Response Letter

Good Morning:

I will reach out to the JAMS coordinator and get Justice Greenspan's availability. Thanks

Best,

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Friday, June 5, 2026 10:46 AM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Subject: RE: Response Letter

Maria:

To be clear, as has been described with detail in prior correspondence, the exclusion of your client by mine from the podcast was due to YOUR client's abusive actions. There is not going to be any future role for your client on the podcast – that ship has sailed – and the sooner he comes to that realization, the better.

My client cannot be muzzled because yours doesn't want to participate in forming a response. If users reach out to my client about his absence, my client is going to respond as it deems appropriate unless yours offers some language that he wishes to be used, in which case my client will consider such language. Just asserting that my client must remain silent when questioned is unreasonable and would make Lisa and Deb appear unprofessional, and is another power play your client is trying to execute out of spite.

If I do not receive specific suggested language from you by end of day Monday (June 8), then I will advise my client to respond to queries in a reasonable, measured and thoughtful manner.

Further, you have not responded to my question about scheduling the mediation with Justice Greenspan. Please advise if you would like me to take the lead on scheduling the session, or if you prefer to handle this.

Thanks and best,

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Friday, June 5, 2026 9:25 AM
To: Baruch Bebchick <baruch@bebchicklaw.com>

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Subject: RE: Response Letter

Baruch:
My client unequivocally objects to any public statement, announcement, or messaging regarding his absence from the podcast unless and until the parties have reached an agreement concerning the podcast's future and my client's role in it.

To the extent listeners have questions regarding Joseph's absence from recent recordings, those circumstances are the result of your clients' actions in excluding him from the podcast's day-to-day operations, including participation in recordings. Under these circumstances, any public messaging suggesting that my client has voluntarily ceased involvement with the podcast would be inaccurate, misleading, and disparaging.

Moreover, any public statement on this issue would be premature and risks causing significant harm to my client by creating a false public narrative regarding his relationship to the podcast and the reasons for his absence. Accordingly, my client does not consent to any public messaging concerning this subject at this time and reserves all rights with respect to any statements made without his approval. Thanks

Best,

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Wednesday, June 3, 2026 4:45 PM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Subject: RE: Response Letter

Maria,

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We are happy to proceed with Justice Greenspan for mediation. Would you like to schedule the session or would you like me to handle this?

As for the statement my client wishes to provide to podcast users, I am interpreting your non-response to my request for your client's feedback to mean that he is not interested in participating in this process. If I do not hear back from you by the end of week to the contrary, then my client will proceed based on this assumption and will craft its own statement.

Thanks and best,

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Tuesday, May 26, 2026 8:30 AM
To: Baruch Bebchick <baruch@bebchicklaw.com>
Subject: RE: Response Letter

Thanks for your email. I will speak with my client.

As for Justice Greenspan, I was told this AM she also has an 8-hour minimum.

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Monday, May 25, 2026 12:10 PM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Subject: RE: Response Letter

Maria,

On another note, I am reaching out to you further to a request made by your client to Lisa and Deb during a recent meeting of the members of my client This Jungian Life LLC.

My understanding is that there have been some user inquiries made about Joseph's absence to the podcast now being jointly hosted by Lisa and Deb. I suggested that Lisa and Deb invite Joseph to help draft a jointly drafted response to be sent in response to such queries, so that your client could be involved in this process. I am told that this issue was raised at their recent meeting, but that Joseph refused to offer any suggested messaging. Evidently, Joseph thinks any public messaging is premature, but I understand that Lisa and Deb are planning to bring on various co-hosts (this evidently was also an item discussed and voted on at the meeting). In any event, the reality is that Joseph is no longer co-hosting the podcast with Lisa and Deb, and they are moving on to involve other people, and there will be questions asked about this. I would prefer for your client to have a say in the messaging about no longer being involved in the podcast, and to this end I would appreciate your collaboration in crafting some mutually acceptable language. If he refuses to participate (through you or directly) in this effort, then I will have no choice but to offer for my client messaging that I think is accurate and appropriate regarding this matter, as user inquires cannot simply continue to be ignored.

Thank you,

Baruch M. Bebchick
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www.bebchicklaw.com

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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Thursday, May 21, 2026 8:37 AM
To: Baruch Bebchick <baruch@bebchicklaw.com>
Subject: RE: Response Letter

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I do not know that first-hand. I will ask.

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Wednesday, May 20, 2026 6:39 PM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Subject: RE: Response Letter

Thank you.

I see an 8 hour minimum for McInerney, but nothing is indicated for Greenspan. Do you know if Greenspan has a minimum, or does she just bill hours expended?

Baruch M. Bebchick
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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Wednesday, May 20, 2026 10:30 AM

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To: Baruch Bebchick <baruch@bebchicklaw.com>
Subject: RE: Response Letter

See attached

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Maria F. Paratore
Sent: Tuesday, May 19, 2026 11:04 AM
To: 'Baruch Bebchick' <baruch@bebchicklaw.com>
Subject: RE: Response Letter

Baruch:
I do not readily have their fee schedules. I submitted a neutral inquiry via JAMS (I specified mediation, not arbitration) for Greenspan and McInerney but have not yet heard back. I will advise when I hear back.

As for Goldberg, his assistant said his hourly rate is $1350.

Best,

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Tuesday, May 19, 2026 10:51 AM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Subject: FW: Response Letter

Maria,

I responded to your suggested mediators within a day, and now a week has gone by and you have not provided the very basic information requested about their fees. Please provide such information so that we can move forward this process and schedule a mediation session.

If I don't hear back from you by the end of this week with the missing information needed to select one of your suggested mediators, I will proceed with other options.

Thank you,

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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From: Baruch Bebchick
Sent: Wednesday, May 13, 2026 10:58 AM
To: 'Maria F. Paratore' <mparatore@lbmlaw.com>
Subject: RE: Response Letter

Thank you – we are reviewing their bios and I will discuss with my client.

So that we can compare apples with applies, do you know what are the hourly or half-day rates of all three mediators?

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From: Maria F. Paratore <mparatore@lbmlaw.com>
Sent: Tuesday, May 12, 2026 8:22 PM
To: Baruch Bebchick <baruch@bebchicklaw.com>
Subject: Re: Response Letter

My suggested list of mediators is as follows:

-Hon. Jane Cutler Greenspan (Ret.)
-Hon. Patricia A. McInerney (Ret.)
-Hon. Mitchell S. Goldberg (Ret.)

Thanks,
Maria

Sent from my iPhone

> On May 11, 2026, at 8:24 AM, Maria F. Paratore <mparatore@lbmlaw.com> wrote:
>
> Mr. Bebchick:
> Thank you for your patience—I was out of the country when you sent this email and had trial first thing when I got back last week.
>
> I will get back to you later today or tomorrow regarding potential mediators.
> Thanks

Case# 2026-14573-5 Docketed at Montgomery County Prothonotary on 07/21/2026 1:34 PM, Fee = $0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Best,

Maria F. Paratore | Associate Attorney
P: (610) 822-0783 | F: (610) 675-2780
mparatore@lbmlaw.com | LBM

<image001.png>

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From: Baruch Bebchick <baruch@bebchicklaw.com>
Sent: Tuesday, April 28, 2026 10:34 AM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Cc: Eric Milby <emilby@LBMlaw.com>
Subject: FW: Response Letter

Ms. Paratore:

My client has requested that your client join in a mediation with the other company principals in order to resolve outstanding issues between them, and we have asked that you propose a mediator for such a purpose. If we do not hear back from you regarding this matter in a timely fashion, then we will suggest a mediator.

Thank you,

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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From: Baruch Bebchick
Sent: Friday, April 10, 2026 11:23 AM
To: Maria F. Paratore <mparatore@lbmlaw.com>
Cc: Eric Milby <emilby@lbmlaw.com>
Subject: Response Letter

Ms. Paratore:

Please see attached correspondence and be guided accordingly. Thank you.

Sincerely,

Baruch M. Bebchick
Bebchick Law
347 Fifth Avenue
Suite 1402
New York, NY 10016
T: 646 688-4375
www.bebchicklaw.com

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